

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

JANUARY 22, 1996

LEASE NO.

GS-05B-15974

THIS LEASE, made and entered into this date by and between LaSalle National Trust, N. A., Successor Trustee to LaSalle National Bank not Personally but as Trustee under Trust Agreement No. 102862 dated June 25, 1980.

135 SOUTH LASALLE STREET  
whose address is CHICAGO, ILLINOIS 60690

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 16,500 occupiable square feet, including 60 outside onsite parking spaces, located at 1233 West Adams Street, Chicago, Illinois 60607. Diagram showing the location of the leased premises, located on the first floor, is attached at Exhibit A.

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on DECEMBER 1, 1996 through NOVEMBER 30, 2016.
3. The Government shall pay the Lessor annual rent of \$614,295.00 at the rate of \$51,191.25 per Month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

(b) (6)

~~4. The Government may terminate this lease at any time on or after DATE OF FIRM TERM, by giving at least # OF DAYS NOTICE days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

WJ  
2/26/96  
3/10/96

6. The Lessor shall furnish to the Government, as part of the rental consideration the following:

All services, utilities, space preparation and maintenance, including cleaning, heating, electrical, plumbing, air conditioning, and miscellaneous services. The rental consideration also includes the cost of electric current for lighting and operation of office appliances and machines.

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-15974 as amended, Special Requirements and other attachments to the lease.

7. The following are attached and made a part hereof:

SFO No. GS-5B-15974, consisting of 42 pages; Attachment No. 1, consisting of one page; Attachment No. 2, consisting of one page; Attachment No. 3, consisting of one page; Attachment No. 4, consisting of one page; Attachment No. 5, consisting of one page; Attachment No. 6, consisting of one page; Attachment No. 7, consisting of six pages; Attachment No. 8, consisting of one page; Attachment No. 9, consisting of one page; GSA Form 3517 (9/94), consisting of 25 pages; GSA Form 3518 (5/94), consisting of six pages; Exhibit A, consisting of one page, showing the leased premises; and Exhibit B, Prevailing Wage Rate, General Decision No. IL950009 (11/17/95), consisting of twelve pages.

8. The following changes were made in this lease prior to its execution:

Paragraph 4 and Paragraph 5 have been deleted in their entirety. Other changes to Lease No. GS-05B-15974 or its attachments are described in subsequent pages attached to Standard Form 2.

9. The date of this Lease, January 22, 1996, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated December 29, 1995, submitted by the Lessor under SFO GS-05B-15974. This Lease reflects the terms and conditions of the accepted Best and Final Offer.

We, the undersigned beneficiaries of that certain trust established by a Trust Agreement entered into between \_\_\_\_\_, as trustee and \_\_\_\_\_, dated \_\_\_\_\_ and known as Trust Number 102862, hereby agree to perform all of the obligations of the lessor as set forth in the lease agreement entered into by and between the General Services Administration, as lessee, and \_\_\_\_\_, as trustee for the above-identified trust.

Beneficiary (Manual Signature)

Samuel Groobman, Jr., as President of 1233 Adams Property Corp., an Illinois corporation, the general partner of 1233 Adams Property L.P., an Illinois limited partnership

Beneficiary (Typed Name)

THIS AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR LASALLE NATIONAL TRUST, N.A., SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT NO. 102862 DATED JUNE 25, 1980

IN PRESENCE OF:

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY FRANCES C. GIMINO

(Signature)

CONTRACTING OFFICER

(Official title)

WJ  
2/29/96

RIDER ATTACHED TO AND MADE A PART OF LEASE DATED 01/22/96

This LEASE is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 06/25/80 and known as Trust No. 102862 at LA SALLE NATIONAL TRUST, N.A., to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this LEASE assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

10. Sixty outside onsite parking spaces, at a minimum of 9 foot widths each, located at 1233 West Adams, Chicago, Illinois, are included in the rental consideration. Configuration of the offstreet parking areas shall be accomplished as specified in Section 1.2 of the Solicitation for Offers. Parking areas shall be paved, striped and maintained. Adequate lighting, essential for safety and security shall be provided.

11. All space leased by the Government shall comply with the Uniform Federal Accessibility Standards (UFAS).

12. Included in the rental consideration is the Government's option to locate public and employee entries where they best serve the functionality of the interior space plan.

13. Included in the rental consideration is the Government's option to locate employee and visitors toilet rooms anywhere within the interior of the building. However, the employee toilet room, multi-purpose room and Lessor's utility room (approximately 84 square feet) will share adjacencies for plumbing efficiency.

14. Building's curtain wall mullions are spaced at 5'-0" on center. If the Government's layout requires reconfiguring the fenestration for the building, it will be accomplished by the Lessor as part of the rental consideration.

15. The Lessor will protect all exterior surfaces of the building with the Graffiti Solution System. Prior to occupancy by the Government, the Lessor will protect the building with GSS Barrier (sealer coat), and GSS-10 Anti-Graffiti Coating (applied over the Barrier). GSS Erasol, a non-toxic biodegradable remover, will be applied as required, to maintain a graffiti-free environment, through the term of the Lease.

16. The effective date of December 1, 1996, specified in Paragraph 2 of this Lease is the estimated beginning date. The Lessor shall complete the space ready for beneficial occupancy no later than 210 days after award of contract, execution of the Lease by the Government, and submission of approved layouts by the Government to the Lessor, which ever date is latest.

If the actual date of beneficial occupancy by the Government is different from December 1, 1996, then the actual effective date shall be established by

LESSOR W 2/24/96  
(initial) (date)  
GOVT [Signature] 3/10/96  
(initial) (date)

Supplemental Lease Agreement to the Lease. The term shall be in effect for twenty years firm, which shall be computed from the actual effective date determined at the time of beneficial occupancy by the Government. The anniversary date for adjustments (Sections 2.7 and 2.9), and the date of notice for termination, shall be adjusted to coincide with any revised actual effective date.

17. The total occupiable square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation defined in the Solicitation. Should there be any adjustments in square footage delivered, that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$37.23 per net usable square foot per annum. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.

18. The base for future adjustments for services and utilities under the

(b) (4) (b) (4) (b) (4) (b) (4)

19. The total percentage of space occupied under this Lease is 100% based on the Government occupying approximately 16,500 occupiable square feet of the total occupiable square feet in the building which is 16,600 square feet. Real Estate Tax adjustments (as amended) as delineated in Section 2.7 of the Solicitation for Offers, shall be based on this percentage.

20. The unit costs for adjustments (if any), in accordance with Section 2.5 of the Solicitation for Offers shall be as follows:

Telephone outlet, wall  
Duplex electric outlet, wall  
Duplex electric outlet, ceiling fed with  
power poles (6 outlets/pole)  
Quadraplex electric outlets, wall  
Quadraplex electric outlets, ceiling fed  
with power poles (6 outlets/pole)

(b) (4)

(b) (4)

LESSOR

(initial)

(date)

GOVT

(initial)

(date)

**Dedicated electric outlets, wall  
115V, 20A**

**Dedicated electric outlets, ceiling fed  
with power poles (6 outlets/pole)**

**Computer clean (color identified)  
duplex, wall**

**Computer clean (color identified)  
duplex, ceiling fed with power poles  
(6 outlets/pole)**

**Quadraplex electric outlets, wall**

**Quadraplex electric outlets, ceiling fed  
with power poles (6 outlets/pole)**

**Dedicated electric outlets, wall  
115V, 20A**

**Dedicated electric outlets, ceiling fed  
with power poles (6 outlets/pole)  
115V, 20A**

**Ceiling High Partitions  
(Taped, sanded and finished with  
vinyl wall covering)**

**Slab to Slab Partitions  
(Taped, sanded and finished with  
vinyl wall covering)**

**Less than Ceiling High Partitions  
(Approximately 1-1/2 feet from the  
underside of the finished ceiling)  
(Taped, sanded, and finished with vinyl  
wall covering)**

**Interior Doors  
(Includes hardware, frame and  
finishing)**

[illegible]

21. If heating or cooling are required on an overtime basis, it shall be provided at (b) (4)

LESSOR                                            
(initial) (date)  
GOVT                                            
(initial) (date)

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GS-05B-15974  
Chicago, Illinois

22. The following changes and/or deletions have been made to the Solicitation for Offers No. GS-05B-15974 , and are incorporated into Lease No. GS-05B-15974 as delineated below:

(a) Section 1.2 entitled, **Parking/Transportation**, change the words, "The employee parking area will accommodate approximately 50 vehicles...", to the words, "The employee parking area will accommodate approximately 40 vehicles...", and change the words, "A visitors parking area...will accommodate approximately 10 vehicles in an unfenced lot", to the words, "A visitors parking area...will accommodate approximately 20 vehicles in an unfenced lot." Other references in this section remain unchanged.

(b) Section 1.6 entitled, **Offer Due Date**, is deleted and replaced with, "Offers are due by December 29, 1995, and must remain open until January 31, 1996."

(c) Section 1.8 is **deleted** in its entirety.

(d) Section 2.7 entitled, **Tax Adjustment, GSAR 552.270-24 (AUG 1992)**, is revised and amended, to define the Real Estate Tax Base that shall be utilized to calculate rental adjustments necessitated by increased or decreased tax assessments. Delete the words, "The Government shall make annual lump sum payments to cover its share of increases in real estate taxes over taxes paid for the calendar year in which the lease commences (base year)," and substitute

(b) (4) (b) (4)

assessment is made... to the end of the sentence. Other references in this section remain unchanged.

(e) Section 2.25 is **deleted** in its entirety.

(f) Section 3.0 entitled, **Handicapped Accessibility**, delete sub-paragraphs E, H, and J.

(g) Section 6.0 is **deleted** in its entirety.

LESSOR M. [signature]  
(initial) (date)  
GOVT [signature] 3/19/96  
(initial) (date)

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(g) Section 7.4 entitled, **Underfloor Duct System**, is revised to delete the words at sub-paragraph (B), and substitute the words, "If new construction includes an underfloor duct system, it must meet the following specifications." Other references in this section remain unchanged.

LESSOR MS 2/29/96  
(initial) (date)  
GOV'T [Signature] 3/10/96  
(initial) (date)



(b)

(7)

(b)

(7)

(b)

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(b)

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(b)

(7)

(b)

(7)



NORTH

SITE PLAN  
SCALE: 1/8" = 1'-0"

EXHIBIT A  
CS-05B-15974  
1233 West Adams  
Chicago, Illinois 60607

LESSOR 2/29/96  
(initials) (date)  
GOVT 3/10/96  
(initials) (date)

General Decision Number IL950009

Superseded General Decision No. IL940009

State: Illinois

Construction Type:

BUILDING

HEAVY

HIGHWAY

RESIDENTIAL

County(ies):

COOK

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	02/10/1995
1	03/17/1995
2	06/02/1995
3	07/14/1995
4	08/04/1995
5	10/06/1995
6	11/17/1995

EXHIBIT B  
(Page 1 of 12)

LESSOR M 2/21/96  
(initials) (date)  
GOVT [Signature]  
(initials) (date)

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11/17/1995

COUNTY(ies):  
COOK

ASBE0017A 06/01/1994

	Rates	Fringes
INSULATORS/ASBESTOS WORKERS Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	23.30	9.34

HAZARDOUS MATERIAL HANDLERS

Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not	11.38	6.38
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BOIL0001A 07/01/1994

	Rates	Fringes
BOILERMAKERS	24.81	7.92

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BRIL0021A 06/01/1994

	Rates	Fringes
BRICKLAYERS	23.28	6.38

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BRIL0052A 06/01/1995

	Rates	Fringes
POINTERS, CLEANERS & CAULKERS	24.00	6.61

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CARP0555A 06/01/1995

	Rates	Fringes
CARPENTERS, LATHERS, MILLWRIGHTS, PILEDRIVERMEN, & SOFT FLOOR LAYERS	23.90	6.41

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CARP0555B 07/01/1995

	Rates	Fringes
RESIDENTIAL:  CARPENTERS (Excluding structures with elevators and structures over 3 1/2 stories)	23.40	6.41

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ELEC0009D 05/29/1995

	Rates	Fringes
LINE CONSTRUCTION:		
Lineman	25.10	34.65%
Equipment Operator	25.10	34.65%
Groundman	19.58	34.65%

ELEC0134A 06/05/1995

	Rates	Fringes
ELECTRICIANS	25.65	9.59

ELEV0002C 07/01/1995

	Rates	Fringes
ELEVATOR MECHANICS	27.29	6.12+A+B

FOOTNOTES:

- A. Seven paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.
- B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

\* ENG10150F 06/01/1995

	Rates	Fringes
BUILDING & RESIDENTIAL:		
POWER EQUIPMENT OPERATORS		
GROUP 1	26.80	7.75
GROUP 2	25.50	7.75
GROUP 3	23.65	7.75
GROUP 4	21.90	7.75

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto (Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic

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 (initial) (date)

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Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers and Skid Rig\*; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram (Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Brick Forklift; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

\*-Requires Oiler

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* ENGI9150D 06/01/1995		
	Rates	Fringes
SEWER, HEAVY, AND HIGHWAY		
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.00	7.75
GROUP 2	24.45	7.75
GROUP 3	23.10	7.75
GROUP 4	21.70	7.75
GROUP 5	20.50	7.75

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with Caisson attachment\*, Ballast

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*M 2/29/96*  
  
 (Sd)

Regulator, Belt Loader\*; Caisson Rigs\* Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill-Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing,

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(date)

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(date)

seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*-Requires Oiler

IRON0001B 06/01/1995	Rates	Fringes
IRONWORKERS:		
Structural and Reinforcing	23.00	13.39
Sheeters	23.25	13.39

IRON0063A 06/01/1995	Rates	Fringes
IRONWORKER; ORNAMENTAL	23.08	10.32

IRON0063B 06/01/1995	Rates	Fringes
FENCE ERECTORS	23.20	9.97
METAL FENCE ERECTORS	17.59	8.49

IRON0136A 07/01/1994	Rates	Fringes
IRONWORKERS:		
Machinery Movers & Riggers	18.75	13.52
Master Riggers	20.50	13.52

LABO0002N 06/01/1995	Rates	Fringes
LABORERS (BUILDING & RESIDENTIAL):		
GROUP 1	20.85	4.67

LESSCO M 2/29/96  
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 GOVT [Signature]  
 (initial) (date)

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GROUP 2	20.75	4.67
GROUP 3	20.925	4.67
GROUP 4	20.95	4.67
GROUP 5	21.00	4.67
GROUP 6	21.05	4.67
GROUP 7	21.075	4.67
GROUP 8	21.175	4.67
GROUP 9	21.20	4.67
GROUP 10	21.30	4.67
GROUP 11	21.425	4.67
GROUP 12	21.85	4.67

#### LABORERS CLASSIFICATIONS (BUILDING & RESIDENTIAL)

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunitite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO00020 06/01/1995

LABORERS (HEAVY AND HIGHWAY):	Rates	Fringes
GROUP 1	20.85	4.67
GROUP 2	20.925	4.67
GROUP 3	21.00	4.67
GROUP 4	21.125	4.67
GROUP 5	21.85	4.67

LESSOR M. 2/29/96  
 (Initial) (date)  
 GOVT [Signature]  
 (Initial) (date)

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11/17/1995



## LABORERS CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers) Gunitite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LAB00002P 06/01/1995

	Rates	Fringes
LABORERS (TUNNEL CONSTRUCTION):		
GROUP 1	20.85	4.67
GROUP 2	20.975	4.67
GROUP 3	21.075	4.67
GROUP 4	21.20	4.67
GROUP 5	21.85	4.67

## LABORERS CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers.

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder-burners; Pipe jacking machine operator; skinners; Maintenance technician.

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste

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removal laborer; Dosimeter (any device) monitoring nuclear exposure.

COMPRESSED AIR

0 - 15 POUNDS	21.85	4.67
16 - 20 POUNDS	22.35	4.67
21 - 26 POUNDS	22.85	4.67
27 - 33 POUNDS	23.85	4.67
34 - AND OVER	24.85	4.67

LABORERS (SEWER CONSTRUCTION):

GROUP 1	20.85	4.67
GROUP 2	20.975	4.67
GROUP 3	21.075	4.67
GROUP 4	21.20	4.67
GROUP 5	21.85	4.67

LABORERS CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225A 07/01/1995

	Rates	Fringes
LABORERS (DEMOLITION/WRECKING):		

TOTAL DEMOLITION or dismatling of  
buildings and all structures  
in their entirety:

Total Demolition Laborer	14.75	4.67
Burners, Wallmen, Power Tool and Equipment Operator	15.05	4.67

PARTIAL DEMOLITION Interior or

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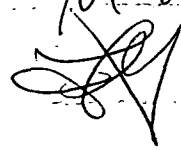
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(date)

strip out work - Building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling or repairing:

Interior Laborer	20.85	4.67
-----		
MARB0025A 06/01/1995		
	Rates	Fringes
TILE FINISHER	20.00	4.65
-----		
TRAFFIC SAFETY WORKERS:		
Encompasses the installation and servicing of traffic safety devices during periods of highway construction, including such work as the set-up and maintenance of barricades, drums, cones, delineators, signs, and other such items, as well as the layout and application of temporary tape used to control traffic in construction zones:		
	12.79	1.10
-----		
MARB0066A 06/01/1995		
	Rates	Fringes
MARBLE MASON	23.06	7.47
-----		
MARB0067A 06/01/1994		
	Rates	Fringes
TILE SETTERS	22.94	5.45
-----		
MARB0067B 06/01/1994		
	Rates	Fringes
TERRAZZO WORKERS	22.21	6.02
-----		
MARB0087A 06/01/1995		
	Rates	Fringes
MARBLE FINISHER	19.40	5.10
-----		
PAIN0014A 06/01/1995		
	Rates	Fringes
PAINTERS:		
Painter, Brush; Decorator; and		
Paperhanger	23.00	6.63
Drywall Taper	23.00	6.70
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*M 2/29/96*  


PAIN0014D 06/01/1995

PAINTERS HEAVY & HIGHWAY:

	Rates	Fringes
BRUSH	23.00	6.68

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PAIN0027A 06/01/1994

	Rates	Fringes
GLAZIER	23.05	6.76

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PLAS0005B 06/01/1995

	Rates	Fringes
PLASTERERS	23.85	5.21

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PLAS0502A 06/01/1995

	Rates	Fringes
CEMENT MASONS	24.50	6.63

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PLUM0130B 06/01/1995

	Rates	Fringes
PLUMBERS	26.00	7.40.

---

PLUM0597C 06/01/1995

	Rates	Fringes
PIPEFITTERS	27.60	6.17

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ROOF0011A 06/01/1994

	Rates	Fringes
ROOFER	23.83	4.32

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SFIL0281A 06/01/1995

	Rates	Fringes
SPRINKLER FITTERS	26.32	7.70

---

SHEE0073A 06/01/1995

	Rates	Fringes
SHEET METAL WORKER	25.11	8.57

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SHEE0073B 06/01/1995

	Rates	Fringes
SHEET METAL WORKER RESIDENTIAL:		
ALUMINUM GUTTER WORK	12.53	8.57

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(date)

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TEAM0731A 06/01/1994

	Rates	Fringes
TRUCK DRIVERS (HEAVY & HIGHWAY):		
2 & 3 Axles	19.30	5.50 +A+B
4 Axles	19.55	5.50 +A+B
5 Axles	19.75	5.50 +A+B
6 Axles	19.95	5.50 +A+B

FOOTNOTES FOR TRUCK DRIVERS (HEAVY & HIGHWAY):

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

TEAM0786A 06/01/1994

	Rates	Fringes
TRUCK DRIVERS (BUILDING & RESIDENTIAL):		
2 & 3 Axles	20.55	d,e,f
4 Axles	20.80	d,e,f
5 Axles	21.00	d,e,f
6 Axles	20.70	d,e,f

FOOTNOTES FOR TRUCK DRIVERS (BUILDING & RESIDENTIAL):

- A. \$170.00 per week.
- B. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- C. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

END OF GENERAL DECISION

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(initial)

(date)

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11/17/1995

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(date)

## SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

13,719 - 16,500 OCCUPIABLE SQUARE FEET

CHICAGO, ILLINOIS

(b) (6)

NAME: FRANCES C. GIMINO

TITLE: CONTRACTING OFFICER

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## 1.0 SUMMARY

### 1.1. AMOUNT AND TYPE OF SPACE

The General Services Administration (GSA) is interested in leasing approximately 18,100 square feet of net rentable space. The rentable space must yield a minimum of 13,719 occupiable square feet to a maximum of 16,500 occupiable square feet, available for use by Tenant for personnel, furnishings, and equipment.

Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of occupiable square feet is in the paragraph entitled "Occupiable Space" in the Miscellaneous section of this solicitation.

Unless otherwise noted, all references in this solicitation to square feet shall mean occupiable square feet.

The approximate breakdown of the total square footage required is as follows:

Reception Area .....	1,167
Video Telecon. Room .....	520
Multi-Purpose Room .....	620
ADP Room .....	200
Private Offices .....	2 at 165 each
Private Interview Room .....	1 at 150
Private Restrooms .....	1 set for employees and 1 set for visitors
Storage Room .....	478

### 1.2. PARKING/TRANSPORTATION

Adequate public transportation is required to the proposed location in those cities or towns that have a public transportation system.

Onsite vehicle parking facilities, to accommodate 60 parking spaces shall be provided and included in the lease. ~~The employee parking area will accommodate approximately 80 vehicles in an enclosed secure lot (near the employee entrance door).~~ The Lessor shall install a maximum security fence, equal to Amico Secura Fence System (Maximum Security System, Order Number 02830/ALA, BuyLine 7621, available through Alabama Metal Industries Corporation, Birmingham, Al. 35208, Tele: (205) 787-2611) which shall completely enclose the employee parking area. A visitors parking area will be provided (near the front entrance) and will accommodate approximately 15 vehicles in an enclosed lot. Both parking areas shall be striped. Re-striping shall be provided when fading occurs, through the term of the lease. Concrete bumpers shall be provided where appropriate. General maintenance, including snow removal, shall be accomplished prior to routine business hours. Unauthorized vehicles shall be removed from the premises at no expense to the Government.

At the entrance/exit to the employee parking area, the Lessor shall install an access control system that will enable entry and exit to the secured parking area without exiting the vehicle. A gate securing the entry/exit should close automatically after entry/exit is achieved. The gate closing system should incorporate a time delay, adjustable by the user and an appropriate sensor to prevent the gate from closing on a vehicle stopped in the entry/exit location. The gate control system is to be operated by means of a numerical key pad using 4 digit personal identification numbers (PIN's) or proximity card reader to allow access. An appropriate key pad/card reader shall be mounted on a "gooseneck" stand at the entrance/exit to the employees parking area. The gate control system shall be programmable to allow for the issuance of unique individual PIN codes to each vehicle operator. In the event of a compromised PIN, the system must be immediately re-programmable to lock out that PIN and allow timely reissuance of a replacement PIN. The gate system shall provide for a secure manual override system in the event of power failure or mechanical failure.

In addition to the items delineated in the section of this Solicitation entitled, "How to Offer", the offeror must include a site plan clearly showing the configuration of the parking area, to include the approximate size of each space, including circulation space, to accommodate the number of spaces specified in this section.

Parking for the handicapped, meeting the specifications delineated in the section of this Solicitation entitled, "Handicapped Accessibility", shall be provided.

**1.3. AREA OF CONSIDERATION**

The space offered must be within the below delineated boundaries:  
City: CHICAGO, ILLINOIS

North - (a) Madison or (b) Congress  
South - (a) Roosevelt or (b) Harrison  
East - (a) Halsted or (b) Hoyne  
West - (a) Damen or (b) Oakley

There will be no preference to location within the advertised boundaries.

**1.4. LOCATION: INSIDE OR OUTSIDE CITY CENTER (JUN 1994)**

**CITY CENTER NEIGHBORHOOD:**

Space must be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.

**LOCATION AMENITIES:**

A variety of inexpensive and moderately priced fast food and/or eat-in restaurants must be located within three and other employee services such as retail shops, cleaners, banks, etc., should be located within five blocks.

**1.5. LEASE TERM**

The Lease term will be for twenty years firm.

~~**1.6. OFFER DUE DATE**~~

~~Offers are due by July 15, 1995 and must remain open until December 31, 1995.~~

**1.7. OCCUPANCY DATE**

Occupancy is required within 210 days after approved floor plans are sent from the Government to the Successful Offeror.  
The approved plans will be furnished to the Successful Offeror within 100 calendar days of the date of award.

~~**1.8. HOW TO OFFER**~~

- A. This Solicitation for Offers (SFO) is a negotiated procurement under Federal Acquisition Regulations. Offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data" (see GSA Form 3516). The offer should be based on the requirements described in the SFO.
- B. Negotiations conducted after receipt of an initial offer may be devoted to any aspect of the offer. These negotiations do not constitute a rejection or counteroffer by the Government.
- C. Following receipt of best and final offers, the Government will award a lease contract to the responsible Offeror whose offer conforms to the SFO and is most advantageous to the Government, considering price and other factors specified elsewhere in this Solicitation for Offers.
- D. The Government reserves the right to (1) reject any or all offers, (2) not consider offers received after the deadline for initial offers based on the individual circumstances of the project, (3) accept other than the lowest price offer and (4) waive informalities and minor irregularities in offers received, also based on the individual circumstances of the project.
- E. To be considered eligible for award, offers should be unconditional. Proposals will not be considered responsive to this Solicitation if they include any contingencies or require further approvals to be binding on the ownership of the offered building. The unconditional acceptance of an offer by the Government constitutes the lease award and establishes a valid contract. Revisions to this Solicitation and the terms of the best and final offer will not be considered by the Government after award.
- F. No Later than the close of business on the offer due date, the following documents, properly executed by the owner of record, or the entity having authority to submit an offer on the owner's behalf, will provide:

- a) ~~GSA FORM 1304, Proposal To Lease, including attachments thereto (enclosed)~~
- b) GSA FORM 1217, Lessor's Annual Cost Statement (enclosed)
- c) GSA FORM 3518, Representations and Certifications (enclosed) and the certification required by section entitled, "Radon in Water," of the SFO.
- d) Evidence of Capability to perform as specified in this SFO.
- e) One-eighth scale drawings of the space offered, including parking areas, (blue line drawings and 3.5 inch diskette prepared on Computer Assisted Design software preferred). Photostat copies are not acceptable. Corridors, stairways and core areas must be shown. If renovation or conversion of the building is planned, alterations to meet the requirements of the SFO must be indicated. Also, one copy (reduced to 8-1/2" x 11") of the space proposed, including parking areas, must be submitted.
- f) Certification that Radon Resistant Construction Techniques (Passive System) as delineated in an Attachment to the Solicitation, are provided when new construction or an addition to an existing building is offered.
- g) Certification that the building exterior shall be designed to deter surreptitious entries or vandalism. (Example of method or process must accompany offer.)

- G. The lease award may precede lease execution but a valid contract will be established upon the Government's written acceptance of the successful best and final offer.

Offers are to be submitted to the Contracting Officer at:

General Services Administration  
Client Service Team-5PMT  
230 South Dearborn  
Room 3150  
Chicago, Illinois 60604  
~~ATTN: FRANCIS C. GIMINO~~

#### 1.9. QUALITY AND APPEARANCE OF BUILDING EXTERIOR

The space offered should be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspout, roof trim and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered should be in a building that has undergone or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the contracting office must be submitted as part of the offer.

#### 1.10. NEGOTIATIONS

Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this Solicitation. GSA will negotiate rental price for the initial term, any renewal periods and any other aspect of the offer as deemed necessary.

#### 1.11. PRICE EVALUATION (PRESENT VALUE) (JUN 1994)

- A. If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. Offerors are required to submit plans and any other information to demonstrate that the rentable space yields occupiable space within the required occupiable range. The Government will verify the amount of occupiable square footage and convert the rentable prices offered to occupiable prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per occupiable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offers will be on the basis of the annual price per occupiable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per occupiable square foot to a composite annual occupiable square foot price, as follows:
  - 1. Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.

2. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
3. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
4. To the gross PVC will be added:
  - The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
5. The sum of either (2) and (4) or (3) and (4), above, will be the per occupiable square foot present value of the offer for price evaluation purposes.

#### 1.12. AWARD

After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.

#### 1.13. THE PROPOSED LEASE SHALL CONSIST OF:

- A. Standard Form 2, U.S. Government Lease for Real Property,
- B. GSA Form 3517, General Clauses,
- C. GSA form 3518, Certifications and Representations,
- D. The pertinent provisions of the offer and
- E. The pertinent provisions of the SFO.
- F. Prevailing Wage Rates as determined by the U. S. Secretary of Labor, for the County of Cook.

The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the Successful Offeror.

#### 1.14. HISTORIC PREFERENCE, GSAR 552.270-4 (JUN 1994)

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
  1. The offer for space meets the terms and conditions of this solicitation as well as any other offer received. (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceiling, wooden floors, etc.) and
  2. The rental is no more than 10 percent higher, on a total annual square foot (occupiable) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

#### 1.15. FIRE PROTECTION, OCCUPATIONAL HEALTH AND ENVIRONMENTAL SAFETY

Buildings in which space is offered for lease shall comply with the requirements of the GSA Fire Protection, Occupational Health and Environmental Safety standards as described in this Solicitation. Additionally, offers which include alternative fire protection features must include a written analysis by a certified fire protection engineer fully describing any exceptions taken to the fire protection requirements of this Solicitation (See the "Alternative Fire Protection Features" paragraph in the FIRE SAFETY section of this Solicitation for more detailed requirements).

#### 1.16. AWARD FACTORS: GENERAL

The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this Solicitation and will include all offers that have a reasonable chance of being selected for award. The Offerors will be provided a reasonable opportunity to submit any cost or price, technical or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" offers.

**1.17. AWARD BASED ON PRICE (JUN 1993)**

After review of "Best and Final" offers is complete, the lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this Solicitation and is the lowest priced offer submitted (see the "Price Evaluation (Present Value)" paragraph in the SUMMARY section of this Solicitation).

**1.18. HANDICAP ACCESSIBILITY FOR NEW CONSTRUCTION (JUL 1994)**

To be considered for award, buildings to be constructed must fully meet the new construction requirements of the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Copies of UFAS and the amendment are available from the Contracting Officer upon request.

**1.19. HANDICAPPED (JUL 1994)**

All offerors received in response to the request for "Best and Final" offers will be initially evaluated to determine whether the offers fully meet the handicapped accessibility requirements for new construction of the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). All technical requirements for handicapped accessibility in this solicitation are the same as those in Section 4.1.2 Accessible Buildings, New Construction, of UFAS. When clarification is required, UFAS shall be consulted. If any offers are received which fully meet handicapped requirements of new construction, then other offers which do not fully meet these requirements will not be considered.

**FULL COMPLIANCE:**

"Fully meets" as used herein with respect to the handicapped requirements means the offer fully complies with the requirements stated in the following subparagraphs of "Handicapped Accessibility":

Parking and Loading Zones, Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms.

**SUBSTANTIAL COMPLIANCE:**

In accordance with UFAS, if no offer is received which fully meets handicapped accessibility requirements of new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the handicapped requirements means the offer fully complies with the requirements stated in the following subparagraphs of "Handicapped Accessibility":

Parking and Loading Zones, Route, Ramps, Entrance and Egress, Stairs, Doors, Drinking Fountains, Toilet Rooms and at least one elevator where necessary for route.

**LESS THAN SUBSTANTIAL COMPLIANCE:**

In accordance with UFAS, if no offer is received which either fully or substantially meets handicapped accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

- A. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one elevator shall be provided where necessary for accessible route. Other handicapped paragraphs shall apply as necessary, including but not limited to Controls and Signage.
- B. If parking is provided, then accessible spaces shall be provided in conformance with the table in the handicapped "Parking and Loading Zones" specifications.
- C. Accessible toilet rooms shall be provided as follows:
  1. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
  2. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
  3. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
  4. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, at least one unisex toilet room in the building shall be accessible.

If no offer is received which meets the minimum requirements described above, offers will not be considered unless a waiver of handicapped requirements is requested by the Contracting Officer and granted by the GSA Administrator.

#### 1.20. HANDICAPPED AND SEISMIC SAFETY (JUL 1994)

All offerors received in response to the request for "Best and Final" offers will be initially evaluated to determine whether the offers fully meet the seismic safety requirements of the Uniform Building Code (UBC) and the handicapped accessibility requirements for new construction of the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). All technical requirements for handicapped accessibility in this solicitation are the same as those in Section 4.1.2 Accessible Buildings, New Construction, of UFAS. When clarification is required, UFAS shall be consulted. If any offers are received which fully meet handicapped requirements of new construction, then other offers which do not fully meet these requirements will not be considered.

##### FULL COMPLIANCE:

"Fully meets" as used herein with respect to the handicapped requirements means the offer fully complies with the requirements stated in the following subparagraphs of "Handicapped Accessibility":

Parking and Loading Zones, Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms.

"Fully meets" with regard to seismic safety means the offer contains a certification by a registered structural engineer that the building conforms to seismic requirements for new construction of the current (as of the date of this solicitation) edition of the UBC or the 1970 edition if the lateral load resisting system is of steel construction or the 1976 edition if the lateral load resisting system is of concrete or masonry construction.

##### SUBSTANTIAL COMPLIANCE:

In accordance with UFAS, if no offer is received which fully meets handicapped accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the handicapped requirements means the offer fully complies with the requirements stated in the following subparagraphs of "Handicapped Accessibility":

Parking and Loading Zones, Route, Ramps, Entrance and Egress, Stairs, Doors, Drinking Fountains, Toilet Rooms and at least one elevator where necessary for route.

"Substantially meets" with regard to seismic safety means the Offeror has provided an analysis by a registered structural engineer that specifically describes all exceptions to full UBC compliance and a statement that the building has adequate strength to resist the maximum credible earthquake without collapse. Structural calculations may be required.

##### LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with UFAS, if no offer is received which either fully or substantially meets the handicapped accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

- A. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one elevator shall be provided where necessary for accessible route. Other handicapped paragraphs shall apply as necessary, including but not limited to Controls and Signage.
- B. If parking is provided, then accessible spaces shall be provided in conformance with the table in the handicapped "Parking and Loading Zones" specifications.
- C. Accessible toilet rooms shall be provided as follows:
  1. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
  2. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
  3. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
  4. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, at least one unisex toilet room in the building shall be accessible.

If no offer is received which meets the minimum requirements described above, offers will not be considered unless a waiver of handicapped requirements is requested by the Contracting Officer and granted by the GSA Administrator.

If no offer meets the modified seismic safety requirements described above, the Contracting Officer will make an award consistent with the other requirements of the solicitation.

## **2.0 MISCELLANEOUS**

### **2.1. LOCATION IN THE BUILDING**

Space must be ground floor or above. Space must be contiguous. Space should be no more than twice as long as it is wide and should have open areas where columns and other obstructions do not hinder the development of efficient space layouts and office work flow.

### **2.2. RENTABLE SPACE (JUN 1994)**

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

### **2.3. OCCUPIABLE SPACE (JUN 1994)**

A. Occupiable Space is that portion of rentable space that is available for a tenant's personnel, equipment and furnishings and is the method of measurement for the area for which the Government will evaluate offers. Net usable and Occupiable, for the purposes of this Solicitation, are identical.

B. Occupiable Space is determined as follows:

1. If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.
2. If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.
3. In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:
  - a. public toilets and lounges,
  - b. stairwells,
  - c. elevators and escalator shafts,
  - d. building equipment and service areas,
  - e. entrance and elevator lobbies,
  - f. stacks and shafts,
  - g. corridors in place or required by local codes and ordinances and/or required by GSA to provide an acceptable level of safety and/or to provide access to all essential building elements. (Corridors deducted to determine occupiable space may or may not be separated by ceiling high partitions), and
  - h. vestibules

C. Unless otherwise noted, all references in this solicitation to square feet shall mean occupiable square feet.

### **2.4. COMMON AREA FACTOR (JUN 1994)**

The Common Area Factor is a conversion factor(s) determined by the building owner and often applied by the owner to the usable area to determine the rentable square feet for the building.

### **2.5. UNIT COSTS FOR ADJUSTMENTS**

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment of rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in their offer or in an attachment to the GSA FORM 1364, the unit prices proposed.



## 2.6. ALTERATIONS \$25,000 OR LESS

- A. The unit prices which the Offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$25,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.
- B. Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services or a Tenant Agency Approved Form. The clauses entitled "GSAR 552.232-71 Prompt payment (April 1989)" apply to orders for alterations (see GSA Form 3517). All orders are subject to the terms and conditions of this lease.
- C. Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- D. Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.
- E. This solicitation may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
  - a. Itemized costs for lump sum payment not to be included in the rental rate, and
  - b. A rental rate which includes the costs of these items.

The Offeror must provide costs for both methods of evaluation on the lease proposal form in order to be considered for award. GSA may elect the option it deems most favorable.

## 2.7. TAX ADJUSTMENT, GSAR 552.270-24 (AUG 1992)

- A. ~~The Government shall make annual lump sum payments to cover its share of increases in real estate taxes over taxes paid for the calendar year in which the lease commences (base year).~~ The amount of payment shall be based upon the submission of proper invoice, including paid tax receipts/statements/bills, from the Lessor to the Contracting Officer. The due date for making payment shall be the 30th day after receipt of the invoice by the Contracting Officer or the 30th day after the anniversary date of the lease, whichever is later. If the invoice submitted does not meet the requirements of a proper invoice, it will be returned to the Lessor within 7 days of receipt. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. ~~If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the first year of a full assessment.~~
- B. The Government's share of the tax increase will be based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.
- C. The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment under Paragraph A of this clause shall become due on the first workday of the second month following conclusion of the appeal proceedings.
- D. In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease to a rate below the base year, payment for taxes will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases provided under Paragraph A of this clause.

## 2.8. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

## 2.9. OPERATING COSTS GSAR 552.270-23 (JUN 1985)

- A. Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the cost of living index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which

commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The cost of living index will be measured by the U.S. Department of Labor revised consumer price index for wage earners and clerical workers, U.S. city average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.

- C. If the Government exercises and option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the cost of living index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in rent provided under this clause.
- E. The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on block 19 of GSA Form 1364, Proposal to Lease Space, contained elsewhere in this Solicitation.

#### 2.10. OPERATING COSTS BASE

The base for operating cost adjustment will be established during negotiations.

#### 2.11. APPURTENANT AREAS

The right to use appurtenant areas, public areas and related facilities is included. This right extends to all areas within building, to the building site, to adjacent land if such is owned or controlled by the building owner, and includes the right to make minor alterations within such areas if such alterations are required as a component of the Government's overall mission. The Government also reserves the right to establish and post Government rules, notices and/or regulations within the leased premises.

#### 2.12. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (JUN 1994)

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per occupiable square foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

#### 2.13. NEW CONSTRUCTION OR RENOVATION CLAUSE

If an Offeror proposed new construction or renovation, the following clauses shall apply:

Within 10 days after award of the lease contract, the Successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. The finalized schedule is to be submitted not longer than 20 days after award.

The schedule is to include timing for completion of design and construction milestones, including but not limited to (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings (3) issuance of a building permit, (4) completed construction documents, (5) state of construction, (6) completion of principal categories of work, (7) phased completion and availability for occupancy of each portion of the Government space (by floor, block or other appropriate category) and (8) final construction completion.

After start of construction, the Successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 30 days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work and general remarks on such items as material shortages, strikes, weather, etc.

Construction inspections will be made periodically by the contracting Officer and/or designated technical representatives to review compliance with the Solicitation requirements and the final working drawings.

Periodic review, tests and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, construction, operating and maintaining the building in full accordance with requirements of this Solicitation.

For offers of space where the government is the current occupant, whether in part or whole, and renovations are required, the offeror must submit a phasing plan that insures no disruption to the government office. In addition, any renovation work to be done in occupied space must be accomplished during non-business hours.

#### 2.14. EVIDENCE OF CAPABILITY TO PERFORM

##### A. AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of his experience, competency and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, to practice in the state where the facility is located.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.
6. Other information as deemed appropriate by the Offeror or as requested by the Government.

##### B. AFTER AWARD:

Within 60 days after award, the Successful Offeror/Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

#### 2.15. CONSTRUCTION SCHEDULE

- A. Within 90 days after award of the lease contract, the Successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see the "Occupancy Date" paragraph in the SUMMARY section of this Solicitation). The finalized schedule is to be submitted no later than 120 days after award.
- B. The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion and availability for occupancy of each portion of the Government space (by floor, block or other appropriate category) and (8) final construction completion.

#### 2.16. PROGRESS REPORTS

After start of construction, the Successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 30 days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work and general remarks on such items as material shortages, strikes, weather, etc.

#### 2.17. CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the Solicitation requirements and the final working drawings.
- B. Periodic reviews, tests and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating and maintaining the building in full accordance with the requirements of this Solicitation.

## 2.18. WORK PERFORMANCE

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Contracting Officer.

## 2.19. BUILDING SYSTEMS CERTIFICATION

Whenever requested, the Lessor shall furnish at no cost to GSA a certification by a registered professional engineer(s) that the building and its systems as designed and constructed will satisfy the requirements of this lease.

## 2.20. FLOOR PLANS AFTER OCCUPANCY

Within 60 days after occupancy, 1/8" as-built mylar reproducible full floor plans showing the space under the lease as well as corridors, stairways and core areas must be provided to the Contracting Officer. In addition, plans shall be submitted in diskette form, incorporating Computer Aided Design (CAD) to be compatible with AutoCAD Release 12. The preferred file extension is .DWG, but .DWG or .IGES file extensions are acceptable. All clean and purged files are to be submitted on 3-1/2 inch or 5-1/4 inch high density diskettes. All disks must be accompanied with a written matrix indicating the layering standard used to ensure all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space must be accurately shown. The design of the space offered must be conducive to efficient layout and good utilization.

## 2.21. FLOORS AND FLOOR LOAD (JUN 1994)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per occupiable square foot plus 20 pounds per occupiable square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per occupiable square foot including moveable partitions. Written certification of the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

## 2.22. EXITS AND ACCESS

Vestibules shall be provided at both public and employee entrances and exits wherever they lead directly to the exterior of the building. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. Vestibule square footage is not included in the occupiable square footage. The doors in the vestibule at the public entrance must be heavy duty tempered glass that meets all local codes and NFPA requirements. Vestibules and door arrangements must meet with Americans with Disabilities Act (ADA) and NFPA requirements.

Public entrance doors must be heavy duty and full flush. Exterior doors shall be weather-tight, equipped with automatic door closures and open outward. Doors shall be fitted with a steel bolt protection plate which deters tampering with the bolt or latch. Hinges, pivots and pins shall be installed in a manner which prevents removal when the door is closed and locked. Exterior doors shall be equipped with a dead bolt lock with a thumb latch on the inside of the door. A sign must be posted on doors so equipped that states "THIS DOOR TO REMAIN UNLOCKED WHEN THE BUILDING IS OCCUPIED".

## 2.23. OUTDOOR FLOODLIGHTS

Outdoor, vandal-resistant flood-lights are to be provided at all exterior entry/exit doors, where existing lighting is not adequate, as determined by the Contracting Officer. The lights should be of a quality equal to, or better than, the TWP Wall-Pac 100 Watt High Pressure Sodium fixture by Lithonia Lighting Crawfordsville, Indiana 47933.

## 2.24. WINDOWS

Office space must have windows in each exterior bay unless waived by the Contracting Officer.

All windows shall be weather tight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs and other structures that can be opened shall be fitted with a sturdy locking device. Locks on windows or doors leading to fire escapes shall be of a type that can easily be opened from within the building without any special knowledge or effort.

## ~~2.19. WINDOWS ANTI-INTRUSION~~

~~Off-street, ground-level windows and those accessible from fire escapes and adjacent roofs must have exterior grilles or anti-intrusion alarm systems to deter forcible entry.~~

## 2.26. SIGNAGE

The Lessor shall permit the Government to install an exterior sign on the building. Necessary permits will be obtained by the Lessor. Directories and lobby signs will be provided by the Lessor in Multi-tenant buildings, which will clearly identify the location of the SSA office. The Lessor will return to the Government all exterior and interior signs which the Government procured through and/or provided to the Lessor.

## 3.0 HANDICAPPED ACCESSIBILITY

### 3.1. HANDICAPPED ACCESSIBILITY (JUL 1994)

#### A. PARKING AND LOADING ZONES:

1. If parking is provided for employees or visitors or both, then level accessible spaces shall be provided and designated in the parking area(s) nearest an accessible entrance on an accessible route in conformance with the following table:

TOTAL SPACE IN LOT(S)	MINIMUM NUMBER OF ACCESSIBLE SPACES
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2% of total
> 1000	20 plus 1 for each 100 over 1000

2. Accessible spaces shall be at least 8 feet wide with a 5-foot-wide access aisle to walks and ramps. Two spaces may share a common aisle. These spaces should be designed so the disabled are not compelled to wheel or walk behind parked cars. Where passenger loading zones exist, an access aisle at least 5 feet wide and 20 feet long adjacent and parallel to the vehicle pull-up space shall be provided on an accessible route. Accessible spaces shall be designated as reserved for the disabled by a sign with the symbol of accessibility. Such sign shall not be obscured by a vehicle parked in the space.

#### B. ROUTE:

1. At least one accessible route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of an accessible route shall be 36 inches. If an accessible route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
2. Floor surfaces and carpet shall be stable, secure, firm and slip resistant. Changes in level up to ¼ inch may be vertical and without edge treatment. Level changes between ¼ inch and ½ inch shall be beveled with a slope no greater than 1:2. Changes exceeding ½ inch shall be treated as a ramp. Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.
3. Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
4. Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.

C. ENTRANCE AND EGRESS:

At least one principal entrance at each grade floor level shall be accessible. When existing entrances normally serve any of the following functions, then at least one of the entrances serving each function shall be accessible: transportation facilities, passenger loading zones, accessible parking facilities, taxi stands, public streets and sidewalks or accessible interior vertical access. An accessible entrance shall be part of an accessible route and shall include an accessible door. A service entrance shall not be the sole accessible entrance unless it is the only entrance. Accessible entrances shall be identified by the international symbol of accessibility. The signs shall be located so that handicapped individuals approaching the building will be directed to the accessible entrance. All applicable specifications for entrance shall apply to egress.

D. RAMPS:

Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet. Handrails complying with "Handrails" shall be provided on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Curb ramps shall be provided wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12-inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

~~E. STAIRS:~~

- ~~1. If floors are serviced by an accessible elevator, then stairs connecting these floors need not meet the accessibility requirements in "Stairs" and "Handrails."~~
2. All steps on a single flight of stairs shall have uniform riser heights and uniform tread widths. Open riser stairs are not permitted. Risers shall be sloped or the underside of the nosing shall have an angle of not less than 60 degrees from the horizontal.
3. Stair treads shall not have abrupt nosing and shall be no less than 11 inches wide, measured from riser to riser. The radius of curvature at the leading edge of the tread shall be no greater than 1/4 inch. The maximum nosing projection shall be no greater than 1/2 inch.
- ~~4. Tactile warning indicators shall not be used to identify exit stairs.~~

F. HANDRAILS:

Handrails shall be provided on both sides of stairs and ramps. Handrails shall be continuous and extend a minimum of 12 inches beyond the top riser and 12 inches plus the width of one tread beyond the bottom riser. At the top, the 12-inch extension shall be parallel with the floor. At the bottom, the handrail shall continue to slope for a distance of one tread width from the bottom riser with the 12-inch remainder being horizontal and parallel with the floor. The inside handrail on switchback, dogleg stairs or ramps shall always be continuous. Handrails shall not present a hazard and shall be either rounded or returned smoothly to the floor, wall, or post. All handrails and adjacent surfaces shall be free of any sharp or abrasive elements. Clear space between handrails and the wall shall be 1 1/2 inches. Gripping surfaces shall be uninterrupted and mounted between 30 and 34 inches above stair nosings. The diameter or width of the gripping surfaces of a handrail shall be 1 1/4 inches to 1 1/2 inches, or the shape shall provide an equivalent gripping surface. Handrails shall not rotate within their fittings.

G. DOORS:

1. At least one accessible door or opening shall serve each accessible entrance, space, route, egress, and emergency place of refuge. Revolving doors or turnstiles shall not be the only means of passage along an accessible route. Gates shall meet all applicable specifications for doors.
2. Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees, unless a wider clearance is specified within "Architectural Finishes." If doorways have two independently operated door leaves, then at least one leaf shall provide a minimum clear opening of 32 inches. Doors not requiring full user passage, such as shallow closets, may have a minimum clear opening of 20 inches. Doors in a series shall swing either in the same direction or away from the space between the doors. The minimum space between hinged or pivoted doors in a series shall be 48 inches plus the width of any door swinging into the space.
3. Raised thresholds at doors shall be beveled with a slope no greater than 1:2 and shall not exceed 1/4 inch in height for exterior sliding doors or 1/2 inch for other doors. Operating hardware on accessible doors shall be mounted no higher than 48 inches above the finished floor and shall have a grip and operation which facilitates use with one hand without tight grasping, tight pinching, or twisting of the wrist. Doors leading to areas which are potentially dangerous for blind individuals shall have textured warning handles or handle covers. If a door has an automatic closer, then the sweep period shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch. Fire doors shall have the minimum opening force allowable by the appropriate administrative authority. All other

interior doors shall have a maximum opening force of 5 foot-pounds. If power-operated doors are provided, they shall comply with ANSI A156.10-1979.

4. Clearances shall be provided at doors that are not automatic or power assisted and shall comply as required below.

**SWING DOOR MANEUVERING CLEARANCES:**

- a. Where the approach faces the door, the maneuvering clearance shall extend a minimum of 5 feet from the swing side of the door, 4 feet from the opposite side and a minimum of 1½ feet past the latch side (pull side) and, for doors with automatic closures, a minimum of 1 foot past the latch side (push side) of the door.
- b. Where the approach is from the hinge side of the door, the maneuvering clearance shall extend a minimum of 5 feet from the swing side of the door when the clearance past the latch (pull side) extends to a minimum of 3 feet, 4½ feet from the swing side of the door when the clearance past the latch (pull side) extends to a minimum of 3½ feet, 4 feet from the opposite side and a minimum of 2 feet past the hinged side (push side).
- c. Where the approach is from the latch side of the door, the maneuvering clearance shall extend a minimum of 4½ feet from the swing side of the door, 4 feet from the opposite side and a minimum of 2 feet past the latch side (push and pull sides).
- d. where automatic door closures are not used and the approach is from the side, the above minimum maneuvering clearances are reduced by ½ foot from either face of the door except on the pull side on a latch side approach.

**SLIDING AND FOLDING DOOR MANEUVERING CLEARANCES:**

- a. Where the approach faces the door, the maneuvering clearance shall extend a minimum of 4 feet from the face of the door and have width at least as wide as the door.
- b. Where the approach is from the slide side of the door, the maneuvering clearance shall extend a minimum of 3½ feet from the face of the door and 4½ feet from the latch.
- c. Where the approach is from the latch side of the door, the maneuvering clearance shall extend a minimum of 3½ feet from the face of the door and 2 feet from the latch.

**~~11. ELEVATORS:~~**

~~One accessible passenger elevator complying with American National Standards Institute Handbook (ANSI A117.1-1986) and Section 4.10 Of UFAS, entitled "Elevators," shall serve each level in all multistory buildings and facilities. If more than one passenger elevator is provided, then each elevator shall be equally accessible. All elevator control buttons shall be at least ½ inch in their smallest dimension and shall be raised or flush. Additional specifications for elevators are located in the "Elevators" paragraph of the "Mechanical, Electrical, Plumbing" section of this solicitation and in the "Controls" paragraph below.~~

**12. TELEPHONES:**

If public telephones are provided, then at least one unit per floor and at least one unit per bank of adjacent units shall provide accessible operation and comply with "Controls." Accessible telephones shall have push-button controls where available. The handset on an accessible telephone shall be equipped with a cord at least 29 inches long and a receiver that generates a magnetic field in the area of the receiver cap. At least one accessible public telephone shall be equipped with a volume control and clearly identified as such. Telephone books shall also be accessible.

**~~13. CONTROLS:~~**

- ~~1. Accessible controls and operating mechanisms are required in accessible spaces, along accessible routes, or as parts of accessible elements. Accessible controls shall have clear approach areas at least 30 inches wide by 48 inches long that allow either forward or parallel approach by a wheelchair. Accessible controls shall be between 15 inches and 48 inches in height for a forward approach or between 9 inches and 54 inches for a parallel approach. Accessible controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 foot-pounds.~~
2. Standard wall-mounted electrical and communications system outlets shall be at least 15 inches above the floor.
3. Elevator hall and lobby call buttons shall be centered at 42 inches above the floor and interior buttons shall comply with the above height restrictions. The highest part of a two-way communication system inside an elevator cab cannot exceed ~~12 inches from the floor.~~

K. SIGNAGE:

1. The following elements and spaces of facilities which are accessible to handicapped persons shall be identified with the international symbol of accessibility:
  - a. parking spaces designated as reserved for physically handicapped people;
  - b. passenger loading zones;
  - c. accessible entrances, and
  - d. accessible toilet and bathing facilities.
2. Permanent signage for elements, spaces and rooms of accessible facilities shall also comply with the following:
  - a. Letters and numbers shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. They shall also be raised 1/32 inch minimum and shall be sans serif characters.
  - b. Raised characters and symbols shall contrast with their background and shall be between 5/8 inch and 2 inches high, and shall have a stroke width of at least 1/4 inch. Symbols or pictographs shall be raised 1/32 inch minimum.
  - c. Interior signs shall be mounted on the latch side of doors at a height of 54 to 66 inches.

L. ALARMS:

In all new construction, and in existing buildings where the fire alarm system is being replaced or installed, the fire alarm system is required to have the following:

1. (Noncoded) audible and visible alarm devices in accordance with the National Fire Protection Association (NFPA) Standard No. 72G
- or
2. (Noncoded) audible and visible alarm devices in accordance with association (NFPA) Standard No. 72G and an equivalent specialized warning system for the hearing impaired. When utilizing visible alarm devices, the indirect primary signaling method is recommended to be used. Also, notification characteristics of the audible and visual alarm devices shall be in accordance with NFPA 72G.

M. DRINKING FOUNTAINS:

The Lessor shall provide a minimum of one chilled water drinking fountain within every 150 feet of travel distance on each floor of office space. Accessible fountains shall have spouts and hand-operated controls which are front-mounted and no higher than 36 inches above the finished floor. The spout shall provide water flowing at least 4 inches high in a trajectory parallel or nearly parallel to the front of the unit. Accessible fountains shall meet the "Handicapped Accessibility" subparagraph entitled "Controls." Accessible wall and post mounted units shall have a clear knee space between the bottom of the apron and the floor at least 27 inches high, 30 inches wide, and 17 to 19 inches deep. Units shall have a minimum clear space of 30 inches by 48 inches to allow forward wheelchair approach. Units not having free space under them shall have a clear floor space of 30 inches by 48 inches to allow a side approach from a person in a wheelchair.

Two electric water coolers will be required. The public coolers should be in or near the reception area. The employee cooler must be located in the employee space. Both water coolers must be handicapped accessible.

N. STORAGE FACILITIES:

If storage facilities such as cabinets, shelves, or closets are provided in accessible spaces, at least one of each type shall have the following specifications. A clear floor space at least 30 inches by 48 inches shall be provided that allows either a forward or parallel approach by a person in a wheel chair. Hardware shall be installed in accordance with the controls paragraph. Accessible storage spaces shall have a reach range no lower than 9 inches from the floor and no higher than 54 inches from the floor.



O. ASSEMBLY AREAS:

1. If places of assembly are provided in accessible areas, they shall comply with the following table:

CAPACITY OF SEATING AND ASSEMBLY AREAS			NUMBER OF REQUIRED WHEELCHAIR LOCATIONS
< than 50			1
50	-	75	3
76	-	100	4
101	-	150	5
151	-	200	6
201	-	300	7
301	-	400	8
401	-	500	9
501	-	1000	2% of total
> 1000			20 plus 1 for each 100 over 1000

2. Assembly areas with audio amplification equipment shall have a listening system for a reasonable number of people, but no fewer than two, with a severe hearing loss. A clear, level floor space of 60 inches by 66 inches for side access seating or 48 inches by 66 inches for forward/rear access seating shall be provided.

P. SEATING AND WORK SURFACES:

If built in seating or work surfaces are provided in accessible areas, then 5 percent or at least one of each type shall be made accessible. Tops of work surfaces shall be 28 inches to 34 inches from the floor. Knee spaces shall be at least 27 inches high, 30 inches wide, and 19 inches deep.

Q. TOILET ROOMS:

1. Accessible toilet rooms shall be on accessible routes, have accessible doors, and have unobstructed maneuvering clearances at least 5 feet in diameter which may overlap the clear space required by other accessible features. At least one standard accessible toilet stall with the following features and clearances shall be provided in each accessible toilet room:
  - a. Accessible toilet rooms shall be identified with the international symbol of accessibility, located on the latch side of the door at a height of 55 inches minimum and 66 inches maximum.
  - b. A stall shall have a clear floor area with dimensions at least 60 inches wide and 56 inches deep for wall mounted closets or 59 inches deep for floor mounted closets.
  - c. A stall door shall be located in the corner opposite the toilet and shall not swing over the stall's minimum clear floor area.
  - d. The top center of the toilet seat shall be located 17 to 19 inches above the floor and 18 inches from a side stall wall. Seats shall not be sprung to return to a lifted position.
  - e. Two sturdy grab bars with a minimum diameter of 1 1/4 to 1 1/2 inches shall be mounted 1 1/2 inches from the wall and parallel to the floor at a height of 33 to 36 inches. One bar shall be at least 3 feet long, run above the toilet, and begin at a maximum of 6 inches from the corner adjacent to the toilet. The second bar shall begin at a maximum of 12 inches from the corner adjacent to the toilet and run to a point at least 54 inches from the rear wall. Bars shall be unobstructed and free of sharp or abrasive edges.
  - f. Toilet paper dispensers having an unrestricted paper flow shall be located within reach and at least 19 inches above the floor.
  - g. Flush controls shall be automatic or hand operated and mounted on the wide side of toilet areas no more than 44 inches above the floor.
2. In instances of initial alterations work where provisions for a standard accessible stall are structurally impracticable or where plumbing code requirements prevent combining existing stalls to provide space, an alternate stall may be provided. Alternate stalls shall have the following minimum substitute features and clearances:

- a. A clear floor area shall have dimensions at least 36 inches wide and 66 inches deep for wall mounted closets or 69 inches deep for floor mounted closets. Bars shall be mounted on each side, begin at a maximum of 12 inches from the rear wall, and run to a point at least 54 inches from the rear wall.

or

- b. A clear floor area shall have dimensions at least 48 inches wide and 66 inches deep for wall mounted closets or 69 inches deep for floor mounted closets. One bar shall be at least 3 feet long, run above the toilet, and begin at a maximum of 6 inches from the corner adjacent to the toilet. The second bar shall begin at a maximum of 12 inches from the corner adjacent to the toilet and run to a point at least 54 inches from the rear wall.
3. Where urinals are provided, at least one shall be accessible. Accessible urinals shall be stall-type or wall-hung with an elongated rim at a maximum of 17 inches above the floor, shall have automatic or hand operated flush controls no more than 44 inches above the floor, and shall have a clear floor space 30 inches by 48 inches for forward approach. Privacy shields that do not extend beyond the front edge of the urinal rim may be provided with 29 inches clearance between them.
4. Where lavatories, mirrors, controls, dispensers, receptacles, or other equipment is provided, at least one of each shall be accessible to the handicapped. Accessible mirrors shall be mounted with the bottom edge of the reflecting surface no higher than 40 inches from the floor. Accessible lavatories shall be mounted with the rim or counter surface no higher than 34 inches and the lower front edge at least 29 above the finished floor. Accessible lavatories shall have a knee clearance at least 8 inches deep and 27 inches high, a toe clearance at least 9 inches high, and a clear forward approach at least 30 inches wide and 48 inches deep which extends 17 to 19 inches underneath the lavatory. Accessible lavatories shall have accessible faucet controls. Self-closing faucet valves must remain open at least 10 seconds. In the area beneath all lavatories, there shall be no sharp or abrasive surfaces. Hot water and drain pipes shall be insulated or covered and protrude no more than 6 inches from the wall.

#### **4.0 GENERAL MECHANICAL-ELECTRICAL AND PLUMBING**

##### **4.1. MECHANICAL, ELECTRICAL AND PLUMBING: GENERAL**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manual and standard procedures. Mains, lines and meters for utilities shall be provided by the Lessor. Exposed ducts, piping and conduits are not permitted in office space.

##### **4.2. HEATING AND AIR CONDITIONING (JUL 1994)**

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- B. During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- C. Simultaneous heating and cooling are not permitted.
- D. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- E. **ZONE CONTROL:**  
Individual thermostat control shall be provided for office space with control areas not to exceed 2000 occupiable square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
- F. **EQUIPMENT PERFORMANCE:**  
Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq ft. to minus 1.5 Watts/sq ft. from initial design requirements of the tenant.

##### **4.3. VENTILATION (JUL 1994)**

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality, where physically practical. Where not physically practical, the maximum allowable

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amount of ventilation shall be provided during periods of heating and cooling and opportunities to increase ventilation up to current standards shall be pursued during the normal cycle of owner-initiated building improvements, retrofits, and upgrades.

- B. Conference rooms of 100 occupiable square feet or greater and/or the multipurpose room shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- C. Where the Lessor proposes that the Government should pay utilities:
  - 1. An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
  - 2. The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

A mechanical ventilation system will be required in all toilets and in the multipurpose room, with a minimum of 10 air changes per hour.

#### 4.4. TOILET ROOMS (JUL 1994)

- A. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- B. Each main toilet room shall contain the following equipment:
  - 1. A mirror above the lavatory.
  - 2. A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
  - 3. A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
  - 4. At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
  - 5. A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
  - 6. Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
  - 7. A disposable toilet seat cover dispenser.
  - 8. A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.
- C. See subparagraph Q., titled Toilet Rooms of the Handicapped Accessibility paragraph titled General Architectural.
- D. TOILET AND SERVICE AREAS  
Terrazzo, unglazed ceramic tile and/or quarry tile and vinyl wall covering (see the "Wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation) shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.  
  
Terazzo, unglazed ceramic tile and/or quarry tile flooring shall be used in all toilet and service areas unless another floor covering is approved by the Contracting Officer.
- E. Toilet facilities required by the Government are to be provided on a per floor basis in accordance with the fixture table specified below. Two sets of restroom facilities are required; one for the employees within the Government's space (typically located in the rear of the employees' work area) and one for the public/visitors which will be directly accessible from the reception area without allowing access to the employees' work area.

#### TOILET FIXTURE REQUIREMENTS

	Men			Women	
	Water Closets	Urinals	Lavatories	Water Closets	Lavatories
Employee	<u>2</u>	<u>1</u>	<u>1</u>	<u>3</u>	<u>2</u>
Visitors	<u>2</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>

- F. If a toilet room is located on an outside wall (i.e., the other side of the wall is outdoors), it must be served by a heating/cooling vent.

## 5.0 TELEPHONE

### 5.1. TELEPHONE EQUIPMENT

The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.

The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may contract with another party to have inside working and telephone equipment installed or use wiring provided by the Lessor, if available. In any case, space for telecommunication equipment shall be provided by the Lessor. Telecommunication switchrooms, wire closets and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2".

A sheet of plywood, 4' x 8' x 3/4" will be mounted on one wall of the area.

The plywood must have a smooth surface (class C or better) and should be treated with at least two coats of flame retardant paint or sealant.. The longest side of the plywood sheet will be installed horizontally with the lowest edge 36" above the floor.

A total of 140 telephone outlets must be provided by the Lessor. The location of the outlets will be determined by the Government after award on the final floor plan, which shall be provided by the Government to the Lessor approximately 100 days following award of a Lease. It is anticipated that the required outlets shall be wall mounted or fed through power poles.

### 5.2. TELEPHONE CONDUIT

The Lessor must furnish and install conduit which shall enclose cable to telephone outlets, which must be at least one inch in diameter..If required by local ordinance conduit must be used to enclose signal lines which connect equipment in the ADP room to other terminals located in the space. The Lessor is not responsible for installation of the telephone cabling within this conduit network. The telephone cabling and instruments will be provided by the Government.

## 6.0 ELEVATORS

~~MANDATORY PARAGRAPH - TO BE ALTERED ONLY AT THE DISCRETION OF THE CONTRACTING OFFICER~~

### 6.1. ELEVATORS

- A. The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SCHEDULE OF PERIODIC SERVICES section of this Solicitation. However, one elevator shall be available at all times for Government use. GSA will be given 24 hours advance notice if the service is to be interrupted more than 1 1/2 hours. Interruption shall be scheduled for minimum inconvenience.
- B. CODE  
Elevators shall conform to the current edition of the American National Standard A17.1 safety code for elevators and escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall, and elevator lobby smoke detectors must not activate the building fire alarm system but must signal the fire department of central station service and capture the elevators. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, inspector's manual for elevators.
- C. SAFETY SYSTEMS  
Elevators are to be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and reach an emergency communication location manned during normal operating hours when the elevators are in service.

~~When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.~~

**D. ~~SPEED~~**

~~The passenger elevators must have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 125 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period should not exceed 35 seconds.~~

**E. ENTRANCE**

The elevator entrance should provide a clear opening of at least 36 inches. The inside measurement shall be a minimum of 51 inches deep and 68 inches wide.

**F. CALL BUTTONS**

~~See the "controls" subparagraph in the "Handicapped Accessibility" section of this solicitation.~~

**7.0 ELECTRICAL**

**7.1. ELECTRICAL: GENERAL**

The Lessor shall be responsible for meeting the applicable requirements of the National Electric Code, the National Electric Safety Code; Standards of the National Electric Manufacturers' Association, Insulated Power Cable Engineers' Association, the American Institute of Electrical Engineers and local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2". Distribution panel must be circuit breaker type with 10 percent spare power load and circuits.

Convenience outlets shall be installed on the basis of a maximum of eight (8) outlets per 20-Amp circuit.

**7.2. ELECTRICAL DISTRIBUTION**

The total number of required outlets is:

140 duplex outlets

40 dedicated duplex outlets

  X   FOSE duplex type IG NEMA 5-20 dedicated outlets - see chart below

  X   FOSE quadplex type IG NEMA 5-20 dedicated outlet - see chart below

yes - system furniture power feed

CMP/FOSE							
ELECTRICAL REQUIREMENTS AND HEAT OUTPUT CHART							
Quantity to be Installed	Equipment	Equipment Amperage (Each)	Total Amperage	Heat Output Each Piece	Total BTU's	Number Dedicated Circuits	Receptacle Type IG NEMA 5-20 For Each Piece
2	Controller	2.4 AMPS	4.8	836 BTU's	1672	1 Dedicated Circuit Per Controller	Quadplex
2	Modem	.78 AMPS	1.56	360 BTU's	720		Plugs into Above
49	Key Station	1.5 AMPS	73.5	329 BTU's	16,121	1 Dedicated Circuit for each 4 Key Stations	Duplex
9	Printer	3.13 AMPS	28.17	1034 BTU's	9306	1 Dedicated Circuit Per Printer	Duplex
62		Grand Total	108.03	Grand Total	27,819		

All units require 120 volt, 60 HZ single phase, 20 amp electrical service.

It is anticipated that the required outlets shall be wall mounted or fed through power poles.

The Lessor must insure that outlets and associated wiring (for electricity, voice and data) are concealed in a method acceptable to the Contracting Officer. Raceways and outlets shall be concealed except when surface-mounting is approved by the Contracting Officer.

All floors must have 120/208 volt, 3-phase, 4-wire bond, 60 hertz electric service available. Duplex outlets must be circuited separately from the lighting. All branch-circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.

See Attachments 1, 2, 3 and 4.

### 7.3. ELECTRICAL EQUIPMENT

- A. Surface strips across public traffic aisles will not be permitted. Under carpet wire systems are also acceptable if used in conjunction with concealed conduits or modular raceways for SSA computer cable with prior approval of the agency. Only a minimal use of power electrical panels serving other tenants are to be located outside of SSA's space.
- B. Large electrical current feeders installed in the walls, ceiling space or below the floor of SSA office space shall be enclosed in Rigid Galvanizing Steel Conduit (RGC) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color terminals.
- C. SSA will be responsible for final connection of all agency computer equipment to the cable to be provided and installed by the Lessor.

### 7.4.. UNDERFLOOR DUCT SYSTEM

- A. The below delineated specification for an underfloor duct system is permitted in existing locations but not preferred. The Offeror may propose this system but such a proposal will be evaluated equal to all other Offerors.

- B. ~~In all new construction, we require an underfloor duct system meeting the following specifications.~~

- 1. The underfloor distribution shall be any one of the following systems:
  - a. Underfloor duct system
  - b. Header duct system on cellular floor or
  - c. Underfloor trench duct system.

The system must comply with the National Electrical Code and meet the Underwriters Laboratories' standards.

- 2. The system should consist of three separate ducts:
  - a. Duct for electrical service,
  - b. Duct for telephone cable and signal wiring,
  - c. Duct for data cable.

The two-duct system consisting of a duct for electrical services and a combination duct for the telephone and data cable will also be acceptable.

- 3. The junction box cover plates shall be adjustable. The cover plates must be flush with the cement/carpet floor.
- 4. All junction boxes shall be spaced to provide an adequate accessibility to all wiring in the duct system.
- 5. All junction boxes or header ducts must be accessible even when covered with carpet.
- 6. The duct system shall be metallic to prevent electromagnetic interference.
- 7. The main duct runs should be no further apart than 5' on center.
- 8. The preset inserts for electrical, telephone/signal and data cable outlets shall be no more than 5' apart.
- 9. The duct system should accommodate flexible office rearrangements and equipment location changes. The duct system should be located to provide easy access in the entire space.
- 10. The duct trench system must be structurally strong to withstand heavy cart traffic without caving in.
- 11. The duct cell shall be free from burrs, dust, dirt and foreign matter, with a duct assembly that is water tight.
- 12. The floor duct system should carry only electrical wiring in use. Remove all unused cable (signal, data, telephones) prior to occupancy. The availability for space in the underground floor system should be inspected. The full capacity of the duct raceway with cable should normally be limited to 60 percent of the cross-section area of the raceway.
- 13. Ducts should be sized to accommodate future wiring as well as today's needs and provide for a 20 percent expansion over the term of the lease.

14. The type of service and estimate of outlets required will also determine the size of ducts. Duct dimensions may vary with manufacturers. Use the large area duct for signal, data and telephones cables and the small area duct for electrical wiring.

#### 7.5. ELECTRICAL: ADDITIONAL INFORMATION

Refer to the CLAIMS MODERNIZATION PROJECT/FIELD OFFICE SYSTEMS ENHANCEMENT (CMP/FOSE) section of this Solicitation for additional electrical requirements.

### 8.0 CLAIMS MODERNIZATION PROJECT / FIELD OFFICE SYSTEMS ENHANCEMENT (CMP/FOSE)

#### 8.1. GENERAL REQUIREMENTS

Power - 120/208V 3-phase  
Operating Temperature Range - 55°F to 80°F  
Relative Humidity Range - 20% to 80%

#### 8.2. SPECIAL REQUIREMENTS

CMP/FOSE: In addition to the soundproofing requirements described in the ARCHITECTURAL section for the ADP room, other special features will be required from the Successful Offeror within this area. The temperature in this equipment room, as well as all other office areas where CMP/FOSE equipment is located, must be maintained at 68°F to 78°F during office hours (55°F to 80°F during non-office hours for the ADP room) taking into consideration the addition BTU's of heat generated by the equipment (See CMP/FOSE Equipment Chart). The heating, ventilation and air conditioning system for this room must be capable of maintaining any thermostat setting in the above range within  $\pm 4^\circ\text{F}$ . The relative humidity must be maintained between 20 and 80 percent. These conditions must be maintained 24 hours per day, 7 days per week. Total heat dissipated by equipment and personnel in this room is shown on the equipment chart. (Please note 400 BTU's must be added for one person who has a workstation in this room.)

Each CMP/FOSE printer and controller requires its own dedicated circuit. Up to six key stations may share one dedicated circuit. Lines may not be shared with equipment outside the CMP/FOSE configuration. Circuits must be labeled CMP/FOSE Circuit #1, etc., - "DO NOT ATTACH OTHER EQUIPMENT."

Each CMP/FOSE circuit must have an isolated ground as defined in the CMP/FOSE Definition of Terms which follows. No other grounding method is acceptable. Power and signal cable should not run through the same channel/conduit.

#### 8.3. GENERAL DESCRIPTION

The work for this project will modify the facility to meet the needs of the Social Security Administration's (SSA's) Claims Modernization Project/Field Office Systems Enhancement (CMP/FOSE) equipment to be installed in district and branch offices. Facility modifications are needed to accommodate the operation of the new equipment and to assure the proper environment for its reliable operation.

Facility modifications include the following:

#### 8.4. ELECTRICAL SYSTEM

Provide additional electrical panel capacity to meet the requirements of the number of terminals, printers and controllers called for (see CMP/FOSE Equipment Chart) for an office of this size.

All receptacles in the ADP room associated with a given controller should be placed on the same phase. (This means that each outlet in the quadplex outlet being provided for the controller will be on the same phase so that all devices in that line will have an equally constant power supply.)

Identify each receptacle with the breaker number and the device (terminal, printer or controller) to be connected to it. Identify each breaker at the panel and the devices it serves. Receptacles are to be neatly marked with an alpha/numeric marking system approved by the local manager.

Provide isolated grounds as defined in NEC 250-74 Exception No. 4 and FIPS 94, "Guideline on Electrical Power for ADP Installation."

#### 8.5. DATA SYSTEM

- A. Provide a data cabling system, with outlet boxes where required. In all air plenum areas, data cables must be Fluoropolymer (Teflon or equivalent covered) to meet National Electric Code Requirements, NEC 800-3d, 725-2(b). Please note, some local codes do not allow cable to be ran in an air plenum without additional sheathing (e.g., Municipal Code of Chicago, Relating to Electrical Inspection, Section 87-300.21ff).
- B. Cable for the FOSE terminals and printers shall be coaxial cable RG 62 AU with a BNC connector on each end and NEC approved. Cable runs must be continuous. There can be no splices or connectors.

C. The contractor shall do the following:

1. Supply and install the data cable from each terminal (key station) location and each printer location shown on the approved floor plan drawing to their controller, leaving a 10-foot pigtail of cable at each end. As shown on the approved drawing, some equipment may have two locations - one permanent location and one training location. Data cables must be provided from both locations to that controller.
2. Provide and install 6 ABC switches in the ADP room near the controller according to the specifications below:

Technical specifications for the LO BOX type s/sw 550 ABC switch are to be:

- size: 2½" h x 6" w x 6¼" l
- weight: 2 pounds
- connectors: BNC Coaxial (female) Cable: RG 62 AU (93 Ohms)

These switches are connected to the controller with a single coaxial cable to be provided and installed by the contractor; two coaxial cables extend from the devices to the sites where the terminals are desired.

**NOTE:** This means that 6 separate pieces of FOSE equipment will each be wired to two locations with the coaxial cable and dedicated outlets/circuits provided by the Lessor.

- a. Supply the BNC connectors and field-crimp them in an approved manner after the cable is installed. BNC connectors shall be push-and-twist male connectors with a gold plated center contact.
- b. Identify the cable termination for each device on the desk layout drawing, and indicate the alpha/numeric code for each cable.
- c. Certify in writing that the cable termination coding are correct.
- d. Mark up, and provide to the local SSA manager, a desk layout drawing to show an "as-built" status for electrical and data cabling, including an identification of all electrical and data circuits using the alpha/numeric system approved by the local manager.
- e. Discuss all cabling drawings with the local manager to assure that all marked-up drawings are clear and understood.

8.6. CMP/FOSE DEFINITION OF TERMS  
SSA Official Policy

Use of the National Electric Code, FIPS 94 and SSA Definition of Dedicated Lines, Isolated Ground, Feeders and Branch Circuits

A. National Electric Code (NEC) 7 FIPS PUB 94

The electrical code is published by the National Fire Protection Association (NFPA) and is part of most building codes. Compliance with the latest edition of this code is mandatory for electrical installation. Some local building codes may also have additional requirements. Federal Information Processing Standard (FIPS) Publication 94 of 21 September 1983, published by U.S. Department of Commerce/National Bureau of Standards, provides guidelines on electric power for ADP installations. SSA's Division of Realty and Space Management insists upon use of both NEC and FIPS 94.

B. Dedicated Line

A dedicated line is a separate branch circuit which runs from an IG receptacle or series of IG receptacles to the breaker with the same or similar type of equipment plugged into it. It does not mean that each electrical device such as a terminal has its own breaker. This would overtax the quantity of breakers required in each panel board.

Noncompatible devices such as typewriters, coffeepots, printers, controllers, microwave ovens, etc., should not be plugged into the terminal (CRT) dedicated line. Further, each printer should have a separate dedicated line and each controller should have its own dedicated line. This requirement is to reduce line noise and avoid sudden common voltage drops created by noncompatible devices.

A branch circuit can pick up the number of receptacles as limited by the NEC. The code states that the continuous current supplied by a branch circuit shall not exceed 80 percent of the branch circuit rating. This would be 16 amps for a 20-amp circuit breaker and 12 amps for a 15-amp circuit breaker. Based on an average electrical load of 1.3 amps per outlet, a 20-amp circuit can have 6 duplex receptacles connected. This is why the office layout shows terminals with 6 to a cluster.

Each receptacle must be marked with the breaker number it is connected to. This may assure that noncompatible devices are not connected to the same breaker and dedicated line.



C. Isolated Ground (IG) - For Receptacles

An isolated ground in a branch circuit is a separate insulated grounding wire that runs from an isolated grounding-type receptacle (usually orange in color) to the panel box. It is connected to a special insulated ground strip or bus in the panel box which is in turn connected by an insulated wire sized per NEC Table 250-94 to the main terminal of the applicable separately derived system, avoiding any contact with the conduit, electrical boxes and neutral bus. This grounding conductor may pass through one or more panel boxes without any connection to the panel bus grounding terminal.

The main building service ground is a point at the electric service entrance where the neutral of the incoming service or neutral of the service transformer is bonded to the service equipment ground. For a separately derived system, the equipment grounding terminal of the transformer serving the receptacle shall be used.

This installation shall meet the requirements of FIPS PUB. 94, "Guidelines on Electric Power for ADP Installation" issued by the Bureau of Standards, 21 September 1983 and the article 250-74 exception No. 4 of NEC.

The integrity of the isolated ground is essential to proper operation of the FOSE equipment and to meet the provisions of the Social Security Administration's terminal RFP. The isolated ground is to be provided in addition to the electrical grounding as required by article 250 of the latest edition of the National Electric Code which is solely a safety requirement.

D. Feeder and Branch Circuit

A feeder is an electric circuit between the service equipment such as a distribution board of a switch board and a panel board.

A branch circuit is an electrical circuit between a breaker in the panel board and receptacles or devices on the floor.

A 3-wire 120 volt isolated ground branch circuit will have one phase wire connected to a circuit breaker, one neutral ground wire connected to the isolated ground bus in the panel. In addition, the conduit and all the non-current carrying metallic parts of the system shall be grounded in accordance with the requirements of the National Electric Code.

One common neutral wire can be provided for two or three phase circuits provided these circuits are connected to circuits connected to the same phase shall be provided with two separate neutral wires. (A dedicated circuit will not share phase, neutral or ground wires with any other circuit.)

Therefore, a 4-wire 208 volt branch circuit will have two different phase wires, one neutral wire and one isolated ground wire.

Similarly, a 5-wire 208 volt branch circuit will have three different phase wires, one neutral wire and one isolated ground wire.

## 9.0 ARCHITECTURAL FINISHES

### 9.1. GENERAL

All required finish selection samples must be provided by the Lessor to the Government, no later than 15 days after award. Upon receipt of the samples, GSA shall deliver the finish selections within 30 days. GSA shall deliver layout drawings to the Lessor within 90 days after award. The layout drawings, which will be furnished by the Government, will represent scaled design, indicating placement of walls, doors, furniture and outlet locations. However, the Government will not supply drawings suitable for either construction or building permits.

### 9.2. CEILINGS AND INTERIOR FINISHES (SEP 1991)

Ceilings must be at least 8' and no more than 11' measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer.

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

### 9.3. LIGHTING

#### A. Interior

Modern diffused fluorescent fixtures using no more than 2.0 watts/square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 3 foot-candles in portions of work areas other than work surfaces, and 1-10 foot-candles or minimum levels sufficient to ensure safety in non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating typed, UL listed and ETL approved.

#### B. Parking Areas

Outdoor parking areas shall have a minimum of one foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.

### 9.4. SWITCHES

Switches shall be located on columns or walls by door openings in accordance with the "Controls" paragraph in the HANDICAPPED ACCESSIBILITY section of this Solicitation. No more than 1000 square feet of open space shall be controlled by one light switch.

#### ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control and must be provided to all space on the Government meter, either through a building automation system, time clock, occupant sensor or other comparable system acceptable to the Contracting Officer.

### 9.5. DOORS AND LOCKS

All entrance doors will have dead-bolt locks with minimum 1-inch throws. Exterior doors must be heavy duty, full flush, hollow steel construction, solid core wood, or insulated tempered glass. Wood doors shall be at least 1.75 inches thick, weather-tight, equipped with automatic door closures and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. If the configuration of the space is such that the Government requires a vestibule at the main entrance, the door(s) shall meet the requirements of this paragraph. The interior of the door will be equipped with a thumb latch and a sign on the door must state, "This door must remain unlocked while the office is occupied."

In space located on the ground floor level, all rear and side doors will be constructed with solid wood cores or be metal sheathed, equipped with panic hardware with key override. A separate employee entrance providing ingress/egress without going through the reception area is required. The employee entrance door will also be equipped with a push-button combination-type lock for ingress. A peephole located approximately 54 inches from the floor is required for the employee entrance.

In space located above ground level, all doors leading into SSA space will be constructed of solid wood cores or be metal sheathed and will have panic hardware.

All outside doors, including the door into the Automated Data Processing (ADP) room should have inaccessible hinge pins or have non-rising fixed-hinge pins.

### 9.6. DOORS: INTERIOR

Doors must have a minimum opening of 36" by 80". Hollow core wood doors are not acceptable. They must be flush, solid core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They shall be operable by a single effort and must be in accordance with national building code requirements. 14 interior doors will be required.

### 9.7. DOORS: HARDWARE

Doors must have heavy duty hardware with hardware stops. All public use doors must be equipped with kick plates. Doors must also have pull bars or handles and automatic door closures. Operating hardware on accessible doors shall be mounted no higher than 48" above the finished floor and shall have a grip and operation which facilitates use with one hand without tight grasping, tight pinching or twisting of the wrist. Door closures must have hold open option. Corridor and outside doors must be equipped with 5-pin, tumbler cylinder locks and door checks. All locks must be master keyed. The Government must be furnished at least two master keys for each lock. Hardware for doors in the means of egress shall conform to NFPA standard No.101.

### 9.8. DOORS: IDENTIFICATION

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Contracting Officer.

#### 9.9. PERIMETER WALLS

For space located in a multi-tenant building, perimeter walls must be solid to the true ceiling (slab). (Exception: Where slab-to-slab construction is precluded because access to the plenum is required, or in space located above the ground level where it would adversely affect the weight of the floor load, 9-gauge extruded wire mesh will be used from the top of the wall to the true ceiling.)

#### 9.10. PARTITIONS: GENERAL

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

#### 9.11. PARTITIONS: PERMANENT

Permanent partitions must be provided as necessary to surround stair, corridors, elevator shafts, toilet rooms and janitor closets. They shall have a flamespread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators and other floor openings shall be enclosed by partitions and have the fire resistance required by NFPA No. 101. They shall extend from the structural floor slab to the structural ceiling slab.

#### 9.12. PARTITIONS: SUBDIVIDING

Office subdividing partitions shall comply with the local requirements. Partitioning must be designed to provide a sound transmission class (STC) of 40 (unless otherwise stated). Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling. Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense. 250 linear feet of ceiling-high partitioning shall be provided. Please refer to room breakdown described later in this package for additional partitioning information. Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.

The wall (described below) enclosing the Reception Area is not included in the linear foot calculation indicated above. It (the enclosing wall) is in addition to the amount of partitioning required in this paragraph.

The partitioning requirements for the Reception and Interviewing Areas are as follows:

Lessor shall provide a wall to a height of approximately 1-1/2 feet below the underside of the finished ceiling that shall enclose the Reception Area, as shown on the approved floor plan provided by the Government.

The public side of the wall in the Interviewing Area will be covered with protective wall covering, equal to Koroseal Wall Protection Systems (Tele: 1-800-628-0449) applied on all public wall surfaces. The protective wall covering shall be applied below each cased opening and all surrounding walls on the public side. The protective wall covering shall be applied from the finished floor up to a height of five feet; vinyl wall covering shall be applied to the remaining wall surfaces.

All walls in the Reception Area will be covered with protective wall covering (equal to Koroseal Wall Protection Systems) applied at a height of five feet above the finished floor; vinyl wall covering shall be applied to the remaining wall surfaces.

The wall that encloses the Reception Area shall have at least two doors and cased openings through which interviewing will be accomplished. Additional doors will be added when the space configuration requires them. The door (s) will be standard size and equipped with an automatic door closer, locking panic hardware on the inside, with keyed lock, and a knob on the Reception Area side of the door. The door (s) will open toward the Reception Area, and have a vertical light panel 6 inches wide and 5 inches long (non-breakable transparent material) located within 10 inches of the latch side of the door. The material utilized shall meet a maximum flame spread rating of 200 and a maximum smoke development rating of 450.

The wall shall contain 27 cased openings meeting the following specifications:

6 cased openings shall be 42 inches above the finished floor, 30 inches wide, and 36 inches high. There will be at least 36 inches between these interviewing cased openings, where space permits. Ceiling-high partitions will be constructed on the Reception side, separating each cased opening. The partitions shall be 24 inches deep. Exact locations of the cased openings and dividing partitions will be indicated on the approved layout provided by the Government.

21 cased openings shall be 30 inches from the floor, 45 inches wide and 36 inches high. There will be 36 inches between these cased openings, where space permits. Ceiling high partitions will be constructed on the Reception side, separating each cased opening. The partitions will be 48 inches deep. Exact locations will be indicated on the approved layout provided by the Government.

Each cased opening will be equipped with a metal closure of the type manufactured by the A. C. Rolling Shutter Company, 2310 Superior Avenue, Cleveland, Ohio 44114, Telephone (216) 621-4577. The closure will have a handle and locking device on the non-public side of the wall only.

At the base of each interviewing window, a shelf with adequate supports, and with an edge designed so as not to present safety hazards, will project 10 to 12 inches on the public side. On the non-public side, a shelf, with adequate supports, will extend 24 inches from the wall and across each opening and continuously between cased openings (one long shelf 24 inches deep).

In addition, at each interviewing cased opening, the work surface (on the non-public side) will have a sliding retractable cantilever drawer to accommodate computer keyboards up to 23" wide, 3-3/4" high and 15-1/2" deep (equal to or better than model 21-WM625 from Visible, 1750 Wallace Avenue, St. Charles, Illinois 60174), will be provided.

HVAC must be balanced and lighting repositioned, as appropriate, after installation of partitions.

Vinyl wall covering will be used on all interior walls (including any support pillars, columns or barrier walls) except in the storage room.

All wall covering must be in accordance with the following specification in the "Wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.

#### **9.13. WALL COVERING: PHYSICAL REQUIREMENTS**

All wall coverings must have a flamespread of 25 or less and a smoke development rating of 50 or less. However, when the building is protected throughout by a sprinkler system meeting the Government's approval, wall finishes in all areas, except those areas which are part of the normal exits may have a flamespread and smoke development limits of 200 (ASTM E-84).

Prior to occupancy, all partitioned offices, open office areas and barrier walls are to be covered with vinyl wall coverings, not less than 13 ounces per square yard as specified in FS CCC-W-408 or equivalent quality finish approved by the Contracting Officer.

Prior to occupancy, all restrooms (private and public) offered to comply with the restroom fixture schedule of this Solicitation, must have ceramic tile in splash areas and vinyl wall covering not less than 13 ounces per square yard as specified in FS-CCC-W-408 on remaining wall areas or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

Prior to occupancy, all elevator areas which access the Government's leased space, hallways within or accessing the Government's leased space and eating gallery areas within the Government's leased space, are to be covered with vinyl wallcoverings not less than 22 ounces per square yard as specified in FS-CCC-W-408 or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

#### **9.14. WALL COVERING: REPLACEMENT**

All wallcovering is to be maintained in "like new" condition for the life of the lease. Wallcoverings must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings, (except where wallcoverings has been damaged due to the negligence of the Government) anytime during the occupancy by the Government if it is torn, peeling or permanently stained; the ceramics tile in the restrooms must be replaced or repaired if it is loose, chipped, broken or permanently discolored. All repair and replacement work is to be done after working hours.

#### **9.15. WALL COVERING: SAMPLES**

The Lessor is to provide at least 6 (six) samples of each type of wall covering to be installed for selection by the Contracting Officer.

#### **9.16. PAINTING**

Prior to occupancy, those surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years. The Storage Room shall be painted.

#### **9.17. RESILIENT FLOORING**

Resilient flooring shall be installed in the following rooms: Approximately 478 square feet in the Storage Room; approximately 1,167 square feet in the Reception Area; approximately 200 square feet in the ADP Room; and, approximately 80 square feet in the Multi-purpose Room. Flooring shall be Forbo Industries, Inc. Dual or approved equivalent. Flooring must be easily maintained without the use of wax or other coatings.

#### **9.18. CARPET: GENERAL**

Carpet tiles shall meet the below specifications and shall cover all areas of the space to be occupied by the Government, with the exception of the employee restrooms, ADP room and Storage room. Floor perimeters at partitions must have wood, rubber, vinyl or carpet base.

**9.19. CARPET: CARPET TILES**

- A. DESCRIPTION: Carpet tiles - 18" squares
- B. PILE YARN CONTENT: Continuous filament branded by one of the following fiber producers: Allied, DuPont, Monsanto or BASF. Soil hiding nylon or wool/nylon.
- C. PILE CONSTRUCTION: Level loop, textured loop, level cut pile or level cut/uncut pile.
- D. PILE WEIGHT: 26 oz. per square yard minimum.
- E. SECONDARY BACK: PVC, EVA, Polyurethane, Polyethylene, Bitumen or hard back reinforced with fiberglass.
- F. TOTAL WEIGHT: 130 oz. per square yard minimum.
- G. CARPET CONSTRUCTION: 100 tufts per square inch minimum.
- H. DENSITY: 100% nylon, loop and cut pile - 4,000 minimum Nylon/wool blends - 4,500 minimum.
- I. GAUGE: 1/8 inch minimum.
- J. PILE HEIGHT: 0.180 inches minimum to 0.285 inches maximum.
- K. FLAMMABILITY: In all areas except exits, carpet must have a critical radiant flux (CRF) of 0.22 or greater with a specific optical density not over 450. Carpet in exits must have at least a CRF of 0.50. Carpet passing the Consumer Products Safety Commission FFL-70 (Pill Test) is acceptable for office areas. It may also be used in corridors which are protected by automatic sprinklers.
- L. STATIC BUILD-UP: 3.0 KV maximum with built-in static dissipation is recommended, 2.0 KV for computer rooms.

**9.20. CARPET: SAMPLES**

When carpet must be newly installed or changed, the Offeror shall provide the Government a minimum of 6 solids plus 6 coordinating patterns from the same manufacturer. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

**9.21. CARPET: INSTALLATION**

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly. Allow for carpet borders and/or carpet patterns. To allow for replacement of permanently stained, damaged or prematurely worn carpeting a 5% attic supply must be provided at the beginning of the lease. During the term of the lease this attic stock supply, less any carpet tiles used to replace worn, damaged or permanently stained, must be on hand and available for installation as needed. This carpet replacement/repair will be provided at no extra charge to the government after the inception of the lease. The 5% attic stock is over and above the initial cutting and waste requirements of the initial carpet installation.

**9.22. CARPET: REPLACEMENT**

- A. Carpet shall be replaced at least every 10 years during Government occupancy or at any time during the lease when:
  - 1. Backing or underlayment is exposed.
  - 2. There are noticeable variations in surface color or texture.
  - 3. There are tears, rips or other deformities that constitute, in the judgment of the contracting officer, a tripping hazard.

Replacement includes both moving and returning of furniture.

- B. The public area is approximately 20 percent of the space. The Lessor is responsible to replace the carpet in the public area every 5 years. Replacement includes both moving and returning of furniture.

**9.23. WINDOW COVERINGS**

Window Blinds: All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer if building standard is not acceptable. In addition all observation windows must have window blinds.

#### 9.24. BUILDING DIRECTORY

A tamper proof directory with lock shall be provided in the building lobby listing all Government agencies. It must be acceptable to the Contracting Officer

#### 10.0. SPECIFIC ROOM INFORMATION

The following paragraphs delineate the specific room type area and any special requirements.

##### 10.1. PRIVATE OFFICES

Approximately 2 at 165 square feet each and 1 at 150 square feet.

- A The private offices described above will each require a double pane observation window 48" wide and 36" high, with sill approximately 42" above the floor. Location in the partition will be indicated on the approved layout. Alternate window designs of different configuration which will enhance the appearance of the office or which represent a building standard configuration are acceptable. The installation of up to two interior windows will include installed drapes or mini-blinds.

##### 10.2. ADP ROOM

Approximately 200 square feet each

A. Architectural

The entry door to the room shall be solid wood core or metal sheathed with hinges mounted inside the room. The room shall be secured with a six pin tumbler, off master lock with a deadbolt lock having a minimum throw of 1". All keys to the room shall be controlled by SSA. The floor covering shall be smooth vinyl tile. A carbon dioxide fire extinguisher is required. This room must be secure from other than Social Security Administration (SSA) employees; therefore, no equipment (example: electrical power panels) other than SSA equipment (data equipment, telephone equipment) can be placed in this room.

B. Heating, Ventilating and Air Conditioning (HVAC) Requirements

In general, the ADP Room shall be maintained at a temperature range of between 68°F and 78°F during office hours and no less than 55°F nor more than 80°F during non office hours, 24 hours per day, 7 days per week. Relative humidity will be maintained between 20 and 80 percent. The room shall be separately zoned and have its own separate thermostatic control inside the room. The HVAC system shall be designed to supply on the average 6 complete air changes per hour with a minimum of 20 percent fresh air.

Both the telephone system, as described in the "Telephone Equipment" paragraph in the TELEPHONE section of this Solicitation, and the computer equipment will be installed in the ADP Room.

##### 10.3. MULTIPURPOSE ROOM

Approximately 620 square feet

A. Architectural

All walls surrounding the Multipurpose Room shall have minimum Sound Transmission Coefficient (STC) of 45 or better. The room shall have a chair rail surrounding the inside walls of the room pursuant to the specifications given in paragraph E of the "Reception Area" paragraph in the SPECIFIC ROOM INFORMATION section of this Solicitation. The door and frame construction shall be designed to meet the same STC requirement as the surrounding wall. The floor covering shall be vinyl tile around the sink area and carpet tiles in the remaining area.

B. Cabinets and Sink:

Provide a double basin stainless steel (equivalent to Elkay Celebrity GEGR-3321) with hot and cold water lines and drain. The sink is to be mounted in wood cabinets with Formica brand (or equivalent) laminate counter with 4" back splash. Cabinets are to be divided into one 48" open cabinet (to meet ADA guidelines) for sink base and two 24" cabinets. The 24" cabinets are to have one adjustable shelf, full depth, one 6" high drawer and two 12" wide doors. Doors and drawers are to be provided with one 4" wire pull each. Upper cabinets are to be 96" in length, divided into 4 equal units and 26" high overall. Each unit is to have two adjustable shelves full depth and two 12" doors full height. Each door is to have one 4" wire pull. All finishes are to be Formica brand laminate (or equivalent). Finishes should be applied pursuant to Manufacturer's specifications to avoid laminate from separating from countertop.

- C. An acoustically treated folding wall will be provided and installed in the Multi-purpose room. The wall should be of a quality equal to, or better than, the "Fol Door" Soundguard Model X8, manufactured by Holcomb and Hoke Manufacturing Company, Indianapolis, Indiana. The length of the partition will range between 15 to 30 linear feet.

##### 10.4. STORAGE ROOM

Approximately 478 square feet

This room requires both resilient floor covering and vinyl wall covering. It should be constructed in accordance with the specifications for general office space.

## 10.5. EMPLOYEE RESTROOMS

Both a men's and women's restroom shall be provided for exclusive use by SSA employees. The number of fixtures required are specified elsewhere in this Solicitation. The employee restrooms shall be directly accessible from the employee, without having to pass through the public (Reception Area) and shall conform with all handicapped accessibility standards set forth in this Solicitation. The restrooms shall also conform to the requirements set forth in the "Restrooms" paragraph in the GENERAL MECHANICAL section and in the "Wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.

## 10.6. RECEPTION AREA

Approximately 1,167 square feet

The Lessor is responsible for providing and installing the following reception room items:

The reception area requires low maintenance vinyl tile. All tile shall meet specifications listed in Solicitation.

- B. Literature Display Rack  
Provide two wall mounted literature display racks 36" wide x 24" high with either no pocket dividers or adjustable width dividers for forms and literature (equivalent or better than Model 436-2P or Model 433P from Peter Pepper Products, Inc. 17929 S. Susana Road, Compton, CA 90224, GSA Contract No: GS-OOF-3875A).
- C. Bulletin Board  
Provide a wall mounted bulletin board with solid oak frame and 2 windowed doors with total dimensions of 36" high and 48" wide (equal to or better than model T5-364 from Nationwide Office Products, Inc., 45 West 25 Street, New York, New York 10010).
- D. Signs  
Provide up to six professionally prepared signs with wording such as "No Smoking," "Take a Number And Be Seated," "Social Security Numbers," etc. Use of universally recognized symbols is encouraged. Exact wording will be provided by local management.  
  
Wording will be either in English, Spanish or possibly another foreign language. The preferred colors for English signs are white lettering on a royal blue background. Preferred colors for Spanish signs is royal blue lettering on a white background.  
  
Signs are to be installed on the wall or hung from the ceiling. They should be at least 12" high and 18" wide and have rounded corners. Signs should be equal to or better than Module 9.1 provided by Interface Architectural Signage, Inc., 5320 Webb Parkway, Lilburn, Georgia 30247.
- E. Chair Rail  
Furnish and install a chair rail, materials and finish to be consistent with area decor, on the inside walls as shown on an approved floor plan. The chair rail should be installed at a height from the floor sufficient to prevent standard chair backs from damaging the wall. Chair rail should be equal to or better than 700 Wall Guard provided by Institutional Products Corporation, S.80W.18766 Apollo Drive, PO Box 496, Muskegon, Wisconsin 53150.

## 10.7. VIDEO TELECONFERENCE ROOM

Approximately 520 square feet.

### A. Sound

The ambient noise from mechanical equipment shall not exceed noise criteria (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms. All partitioning surrounding the video teleconference room shall have a sound transmission coefficient (STC) rating of 45. All doors shall have gaskets and sweeps. Ceilings shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. All duct penetrations into the room shall be baffled so as not to compromise the STC or ambient noise requirements. Low velocity systems are necessary to minimize equipment and system generated noise.

### B. Lighting

Lighting shall consist of fluorescent and incandescent fixtures as follows:

#### Fluorescent

There shall be parabolic louvers/lenses, designed to minimize wall shadows. These lights will illuminate the entire room. The lamps shall be in the 3600 to 4900 degree Kelvin range (T-8 cool white lamps with electronic ballast's). The lighting level will be continuously adjustable from about 10 up to 100 foot-candles at worksurface level.

#### Incandescent

One end of the room will have ceiling-mounted recessed incandescent low voltage downlights (HALO #H-1499T or equivalent) with reflectors (#1421C or equivalent). The lighting level shall be continuously adjustable. These lights will be located at approximately two (2) foot intervals.

The Government shall provide a reflected ceiling plan for this room, which shall detail the lamps required.

### C. Dry Marker Board

Install a 36" high dry marker board across the length of one wall of the video teleconference room. The dry marker board shall be a Greensteel or equivalent board which is 3/4" particle board with 22 gauge face sheet and porcelain writing surface. Butt joints are to be splined. Color DMB-7 (white) with black plastic Tee-edge molding (#551T). The board must have an eraser shelf.

### D. Heating Ventilating and Air Conditioning (HVAC)

In addition to the standard HVAC for the video teleconference room, supplemental cooling of 7,500 BTU/Hour is required. This is based on 150 btu/hr multiplied by the projection of 50 employees. The HVAC will be controllable from within this room.

### E. If required, the Government shall have the option of installing a satellite dish on the roof. The Lessor's approval, which shall not be unreasonably withheld shall be obtained in advance of exercising this option. All site preparation, installation and maintenance shall be at the expense of the Government. There shall be no rental increase if this option is exercised by the Government and approved by the Lessor.

## 10.8. VENDING FACILITIES (JUN 1994)

A. Approximately 400 square feet of the occupiable space in the solicitation paragraph entitled "Amount and Type of Space" will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations.

B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. Offerors must advise the Government if such rights exist.

## 11.0. SCHEDULE OF PERIODIC SERVICES

### 11.1. GENERAL

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly.

### 11.2. DAYTIME CLEANING

A. All routine office maintenance activities, including janitorial services, must be conducted during routine business hours of 8:00 a.m. to 4:30 p.m.

B. Work to be conducted outside of routine business hours requires the agency's prior approval.

### 11.3. SERVICES, UTILITIES, MAINTENANCE: GENERAL

The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.



#### 11.4. NORMAL HOURS

Services, utilities and maintenance will be provided daily, extending 7:00 a.m. until 6:00 p.m. except Saturdays, Sundays and Federal Holidays.

#### 11.5. OVERTIME USAGE

- A. The Government shall have access to the leased space at all times, including the use of elevators, toilets, lights and small business machines without additional payment.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or GSA buildings manager. When ordered, services shall be provided at the hourly rate negotiated prior to award. Costs for personal services shall only be indulged as authorized by GSA.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a GSA Form 300, order for supplies or services. The clauses entitled "GSAR 552.232-71 Prompt Payment (APR 1989)" and GSAR 552.232-72 Invoice Requirements (variation) (APR 1989)" on the GSA form 3517, General Clauses, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

#### 11.6. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

#### 11.7. BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, Offerors shall submit a building operating plan with the offer. Such plan shall include a schedule of start-up and shutdown times for operation of each building system, such as lighting, heating, cooling, ventilation and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

#### 11.8. UTILITIES: SEPARATE FROM RENTAL (JUL 1994)

- A. If the cost of utilities is not included as part of the rental consideration, the requirements of this paragraph apply.
- B. The Offeror must specify which utilities are excluded on GSA Form 1364 and must obtain a statement from a registered professional engineer stating that all heating, ventilation, air conditioning, plumbing, and other energy intensive building systems can operate efficiently under the control conditions stated in this SFO. The statement must also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ASHRAE Standard 90.1, Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings, or more restrictive local/state codes.
- C. The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish the Contracting Officer, prior to occupancy by the Government, written verification of the meter numbers and certification that these meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements (see "Mechanical, Electrical, Plumbing" section of this solicitation).

#### 11.9. MAINTENANCE AND TESTING OF SYSTEMS

The Lessor is responsible for the total maintenance and repair of the leased premises in accordance with GSA Form 3517 Clause 552.270.12, entitled "Maintenance of Building and Premises - Right of Entry." Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials and equipment necessary for such maintenance. Maintenance, testing and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

Without any additional charge, the Government reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. Upon request, appropriate operations and maintenance manuals shall be made available for the Government's review during these tests. These tests shall be witnessed by a representative of the Contracting Officer.

**11.10. SECURITY**

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts both in and around the space leased during duty hours.

**11.11. JANITORIAL SERVICES**

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

**11.12. JANITORIAL SERVICES: DAILY**

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

**11.13. JANITORIAL SERVICES: THREE TIMES A WEEK**

Sweep or vacuum stairs.

**11.14. JANITORIAL SERVICES: WEEKLY**

Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

**11.15. JANITORIAL SERVICES: EVERY TWO WEEKS**

Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space.

**11.16. JANITORIAL SERVICES: MONTHLY**

Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70" of the floor.

**11.17. JANITORIAL SERVICES: EVERY TWO MONTHS**

Damp wipe toilets wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

**11.18. JANITORIAL SERVICES: THREE TIMES A YEAR**

Dust wall surfaces within 70" of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

**11.19. JANITORIAL SERVICES: TWICE A YEAR**

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

**11.20. JANITORIAL SERVICES: ANNUALLY**

Wash all venetian blinds and dust six months from washing. Vacuum or dust all surfaces in the building of 70" from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors, lobbies, upfront interview/reception areas and other high traffic areas. Clean balconies, ledges, courts, areaways and flat roofs.

**11.21. JANITORIAL SERVICES: EVERY TWO YEARS**

Shampoo carpets in all offices and other non-public areas.

**11.22. JANITORIAL SERVICES: EVERY FIVE YEARS**

Dry clean or wash (as appropriate) all drapes.

**11.23. JANITORIAL SERVICES: AS REQUIRED**

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Exterminate pests.

**12.0 FIRE SAFETY**

**12.1. EXITS AND ACCESS**

All exits, stairs, corridors, aisles and passageways that may be used by the Government shall comply with NFPA Standard No. 10, except that there must be at least 2 separate exits available from every floor. The minimum width of any corridor or passageway serving as a required exit or means of travel to or from a required exit must be not less than 44" clear width. Scissor stairs only count as one exit. The two most remote exits on each floor must be separated by a distance equal to at least 2/3 the long rectangular dimension of the floor and the maximum length of dead-end corridors and common paths of travel is 50'.

In buildings protected throughout by a sprinkler system meeting the Government's approval, ceilings and interior finishes in areas not part of the normal exit may have flamespread and smoke development limits of 200, in lieu of 25 for the flamespread and 50 for smoke development (ASTM E-84).

In sprinkler protected exits or enclosed corridors leading to exits, ceiling and interior finishes may be composed of materials having a flamespread rating of 75 or less and a smoke development rating of 100 or less in lieu of 25 for flamespread and 50 for smoke development (ASTM E-84).

**12.2. CODE VIOLATIONS**

Space offered must have a current occupancy permit issued by the local jurisdiction. Equipment, services or utilities furnished and activities of other occupants shall be free of safety, health and fire hazards. When hazards are detected, they must be promptly corrected at the Lessor's expense.

**12.3. PORTABLE FIRE EXTINGUISHERS**

Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Initial and replacement charges for fire extinguishers shall be provided by the Lessor. Inspection (quick check) and maintenance (thorough check) or these extinguishers shall be done in accordance with NFPA Standard No. 10. A Carbon Dioxide fire extinguisher is required in the ADP room.

**12.4. STANDPIPES**

Standpipes shall be provided when Government occupancy is four or more floors above grade and shall conform to NFPA Standard No. 14. Standpipes shall be located in stairwells and shall be equipped with a 2½" valved outlet at each floor level.

**12.5. SPRINKLER SYSTEMS**

A. Automatic Sprinkler Requirements are as follows:

1. Regardless of the amount of space, when the Government leases space on the 6th floor or above, all floors up to and including the floor of occupancy must be sprinklered.
2. All floors on which the Government occupies below grade space, regardless of the amount, must be sprinklered (includes garage areas under lease by the Government.)

Wherever required in the building, automatic sprinklers shall conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13) and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72B or 72C) or an approved central station (NFPA Standard No. 71). The central station facility must be listed by Underwriter's Laboratories, Inc. or any other approved nationally recognized testing laboratory.

**12.6. ENGINEERED SMOKE CONTROLS SYSTEMS**

Engineered smoke control systems are required in buildings, which are to be constructed to meet the Solicitation requirements and will be 12 or more stories in height. Such systems shall be maintained in accordance with the manufacturer's recommendations. While such systems are not required in existing buildings to be leased by the Government, they shall be maintained in accordance with the manufacturer's recommendations if present.

## 12.7. MANUAL FIRE ALARM SYSTEMS

A manual fire alarm system shall be provided in buildings which are 3 or more stories in height; or in buildings occupied by 100 or more federal employees above or below grade; or in buildings containing more than 50,000 square feet gross floor area. Manual fire alarm stations shall be mounted 42" to 54" above the floor and located in normal exit paths on each floor at or near stairways and exits. An alarm shall automatically sound throughout the building unless required to sound only on the fire floor by local code. The alarm sound may be bells, horns or recorded voice messages. Alarms shall be automatically sent to the local fire department in accordance with NFPA No. 72B or 72C or to a privately operated central station protective signaling system conforming to NFPA No. 71. Installation, maintenance, operation, testing and equipment shall conform to NFPA No. 72A and Chapter 4 of NFPA No. 72H, guide for testing procedures for local, auxiliary remote station and proprietary protective signaling systems.

The fire alarm system wiring and equipment must be electrically supervised. Emergency power must be provided. It must be able to operate the system in the supervisory mode for 24 hours and operate all alarm devices and system output signals for at least 30 minutes for buildings less than 12 stories high and for 1 hour for buildings 12 or more stories. All alarm initiating devices, except smoke detectors, must be capable of signaling an alarm during a single break or a single ground fault.

When the Government's occupancy is on the 6th floor or above, all floors, including those below, shall have an emergency telephone system. This system must permit 2-way communication between a control console and any emergency telephone station. Emergency telephone stations must be provided adjacent to each stairway and exit discharge from the building, at each elevator lobby on the ground floor and at each floor which has been designated as the one for alternate elevator recall.

## 12.8. EXIT AND EMERGENCY LIGHTING

Emergency lighting must provide at least 0.5 foot-candle of illumination throughout the exit path, including exit access routes, exit stairways or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails, except that in buildings 6 stories or less, the system may be powered from connections to separate substations or to a network system from the public utility. Automatic switching must be provided for the emergency power supply.

## 12.9. ALTERNATIVE FIRE-PROTECTION FEATURES

If space cannot meet detailed safety and fire prevention requirements, alternative means of protection will be considered. For example, if stairways are too narrow, automatic sprinkler protection throughout the building may make the space acceptable. All Offerors must provide with their offer a written analysis from a registered fire protection engineer fully describing any exceptions taken to the fire protection requirements of this Solicitation. This analysis must include certification by the engineer that the alternative protection will achieve a level of risk not measurable greater than that imposed by the Government criteria. The certification must also include the engineer's seal and registration number. All analyses must be reviewed and approved by the Contracting Officer prior to leasing the space.

## 12.10. FIRE DOORS

Fire doors shall conform with NFPA Standard No. 80.

## 13.0. AIR QUALITY

### 13.1. SAFETY-AIR CONTAMINANT LEVELS

Air contaminant levels (E.G., dust, vapor, fumes, gases) shall not exceed those in 29 CFR 1910.1001. When actual concentration levels equal or exceed 50 percent of the levels in 29 CFR 1910, control actions shall be initiated. Ventilation systems having air streams which pass through water shall have the water treated with an EPA registered biocide to control etiological organisms. The Lessor shall assist the Government in developing a plan acceptable to the Government to protect occupants of the building during emergencies such as fires, bomb threats and power loss.

### 13.2. ASBESTOS

No asbestos-containing fireproofing or insulation on building structures, acoustical treatment, molded or wet-applied ceiling or wall finishes, decorations or pipe and boiler insulation (including duct, tank, etc.) will be permitted.

Asbestos in a solid matrix already in place (e.g. vinyl asbestos floor tile, sheetrock/drywall, transite paneling or fells) will be permitted provided it is not damaged or deteriorated and a special operation and maintenance program, in accordance with Chapter 4 of GSA's Handbook numbered PBS P 5900.2C, is established and approved by the Contracting Officer prior to the award of a lease.

All Offerors are subject to the asbestos inspection and testing provisions specified in Paragraph 9 of the attached GSA Form 3517 (General Clauses).

Post-Asbestos-Abatement air monitoring requirements, in accordance with GSA Procedures, are to be complied with by the Lessor when applicable.

### 13.3. INDOOR AIR QUALITY

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), Carbon Dioxide (CO<sub>2</sub>) and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas are as follows: CO - 9 parts per million time weighted average (PPM TWA - 8 hour sample); CO<sub>2</sub> - 1000 PPM (TWA); HCHO - 0.1 PPM (TWA).
- B. The Lessor shall promptly investigate indoor air quality complaints submitted through the Contracting Officer or GSA Building Manager, as appropriate. The Lessor shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.).
- C. The Lessor shall test for GSA indicator contaminants when directed by the Contracting Officer or GSA Building Manager, as appropriate. If the indicator levels are exceeded or other problems affecting indoor air quality are found, the Lessor shall implement controls including alteration of building operating procedures.
- D. At the request of the Contracting Officer or GSA Building Manager, the Lessor shall conduct indoor air quality assessments or detailed studies in instances where simple operational controls (described in B above) are not effective in addressing indoor air quality problems. The Lessor will provide a cost estimate to the Contracting Officer or Building Manager and receive their authorization prior to proceeding with the assessments or studies. The space shall be assessed by an industrial hygienist, health professional or environmental engineer for sources of contaminants. All sampling associated with assessments and detail studies shall be in accordance with applicable OSHA, EPA or NIOSH sampling and analysis procedures.
1. Indoor air quality assessments shall include a review of indoor air quality information (e.g. complaints, building operating records and agency operating activities). The Lessor shall record temperature and air throughout the space, location of air intakes, activities occurring adjacent to the air intakes and ambient air conditions. The Lessor shall conduct a walk-through of the building, looking for sources of contaminants identified by the review of indoor air quality information. The Lessor shall check the ventilation for areas of air movement of contaminant source(s) and/or measurements exceeding GSA indicator levels, corrective actions shall be initiated by the Lessor.
- A copy of the identified corrective actions will be forwarded to the Contracting Officer or GSA Building Manager, as appropriate. Where corrective actions are ineffective or suspicious contaminant source(s) are present, the Lessor is responsible for conducting detailed studies.
2. Detailed studies shall provide a more comprehensive picture of the potential indoor air quality hazard and result in recommendations for mitigating actions at the source. The GSA building manager shall provide the Lessor with instructions from the fire and safety handbook, PBS P 5900.2C, Chapter 4, for conducting detailed studies when such studies are required.
- E. The Government reserves the right to conduct independent indoor air quality assessments and detailed studies in space it occupies, as well as in space serving the Government leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities and providing access to space for assessment and testing, if required.
- F. Corrective action(s) shall control or eliminate the source(s) of contamination, whenever possible. Corrective action(s) may include product substitution, changes in operation and maintenance procedures, local exhaust, decontamination, rearrangement of office partitions, better mixing of air or increasing the supply of outside air.
- G. The Government is responsible for addressing IAQ problems resulting from its own activities. For situations where the responsible party is unknown, the Lessor shall conduct an investigation, assessment, test or study at the request of the Contracting Officer or GSA Building Manager. If it is determined the Government's activities or actions are the source of the contaminant, the Lessor will be reimbursed by the Government at cost.
- H. Records of all surveys, sampling results, assessments/detailed studies, and corrective actions shall be maintained by the Lessor and shall be available for review by the Contracting Officer of designated representative upon request.
- I. The Government is responsible for addressing indoor air quality issues associated with hypersensitive Government employee(s) housed within the leased space.

### 13.4. BULK SAMPLE ANALYSIS REQUIREMENT

For space in buildings containing ACM as defined in Paragraph 3 of GSA Form 3518, Offerors must include with their offer (unless the time frame is otherwise extended by the Contracting Officer) an asbestos testing report, acceptable to the Contracting Officer. The asbestos testing report must consist of the identity and evidence of the qualifications (education and experience) of the person collecting bulk samples, the bulk sample log, and, if applicable, an abatement plan prepared in accordance with Chapter 4 of GSA's Handbook numbered PBS P 5900.2C. The samples must be analyzed by a laboratory which has successfully participated in the Environmental Protection Agency (EPA) quality assurance program.

Successful participation is defined as participation in at least 2 of the last 3 rounds in the EPA program and have correctly analyzed at least 75 percent of the samples tested in these rounds. All action taken to ensure compliance with this requirement shall be accomplished at no expense to the Government.

### 13.5. OSHA REQUIREMENTS

The Lessor agrees to comply with Occupational Safety and Health Administration (OSHA) safety and health standards which are located at Title 29 of the code of Federal Regulations (29 CFR).

The guarding of openings and holes in floors and walls must comply with 29 CFR 1910.23.

The Design and Construction of fixed stairs must comply with 29 CFR 1910.24.

The Design and Construction of fixed ladders must comply with 29 CFR 1910.27 or must be clearly marked or secured to prevent Government employee use.

Physical hazards must be marked according to 29 CFR 1910.144.

Where Government employees are exposed to machinery provided by the Lessor, the machinery must be guarded according to 29 CFR 1910.212.

All tools and equipment provided by the Lessor for Government use must comply with the applicable standards of 29 CFR 1910.

Any construction/repair and alteration work done for/by the Lessor shall comply with the current edition of the OSHA safety and health standards for construction industry, 29 CFR 1926 and applicable portions of 29 CFR 1910.

### 13.6. RADON MEASUREMENT AND CORRECTIVE ACTION

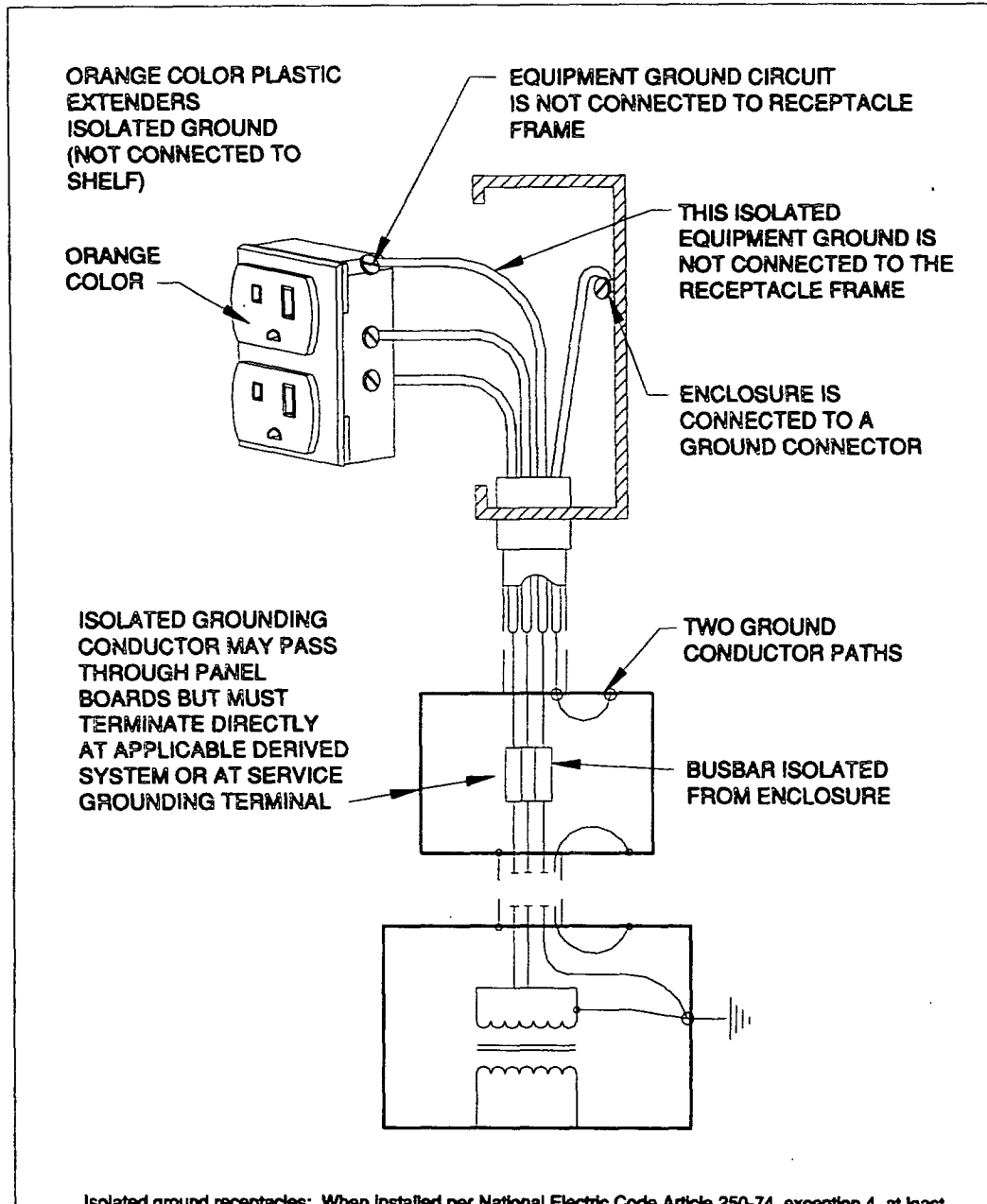
- A. Radon levels in space leased to the Government shall not exceed the Environmental Protection Agency (EPA) action level for homes of 4 picocuries per liter (PCI/L).
- B. The portion of the space proposed for lease to the Government which is in ground contact or closest to the ground (i.e., if space offered is on floors 4 through 8, measurement is required for the 4th floor only) shall be measured by the Offeror for radon and the results certified on the form provided with this Solicitation for Offers. Radon detectors shall be placed throughout the required area to ensure each detector covers no more than 2,000 square feet of space. The preferred method for conducting radon measurements is the 3-month alpha track detector. However, when time is of the essence, the alpha track detector may be used for a minimum measurement period of 2 to 4 weeks or the charcoal canister detector may be used for a period of 2 to 3 days. All laboratory detector analyses shall be performed by a laboratory successfully participating in the EPA-sponsored radon measurement proficiency program. Actual radon measurements for each detector used in support of the certification must be available for review by Government personnel upon request.
- C. The radon certification shall be provided to the Contracting Officer as soon as possible but not later than the time for submission of best and final offers. If measurement reveals radon levels exceeding 4 PCI/L, the Offeror shall develop a plan of corrective action. The Successful Offeror shall implement the plan prior to occupancy by the Government, unless a different time period is specified elsewhere in this contract.
- D. Where the Government determines that an award must be made prior to obtaining the radon certification, the Successful Offeror must provide the certification within 30 days after award, unless a different time period is specified elsewhere in this contract. If measurement reveals radon levels exceeding 4 PCI/L, the Successful Offeror shall develop and promptly implement a plan of corrective action.
- E. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer within 120 days after the Government occupies the space. If measurement reveals radon levels exceeding 4 PCI/L, the Lessor shall develop and promptly implement a plan of corrective action.
- F. The Government reserves the right to measure radon in the space it leases at any time during the term of the lease. If radon measurements above 4 PCI/L are detected, the Lessor shall promptly initiate corrective action to reduce the level to meet the standard. If radon above 200 PCI/L is detected, the Lessor shall restrict the use of the area and provide comparable temporary space for the tenants until the corrective action is completed. Follow-up measurements shall be conducted by the Lessor to determine the effectiveness of the corrective action. All corrective action, tenant relocation, and follow-up measurement shall be provided by the Lessor at no additional cost to the Government. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation.

**13.7. RADON IN WATER (SEP 1991)**

- A. Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- B. The Lessor shall perform the necessary radon testing and submit certification to the Contracting Officer before the Government occupies the space. The certification should be submitted at the time of submission of offers.
- C. If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the government, and which are [promptly revised when building conditions which would or do affect the program change

## 1.0 ATTACHMENTS

### 1.1. ATTACHMENT No. 1



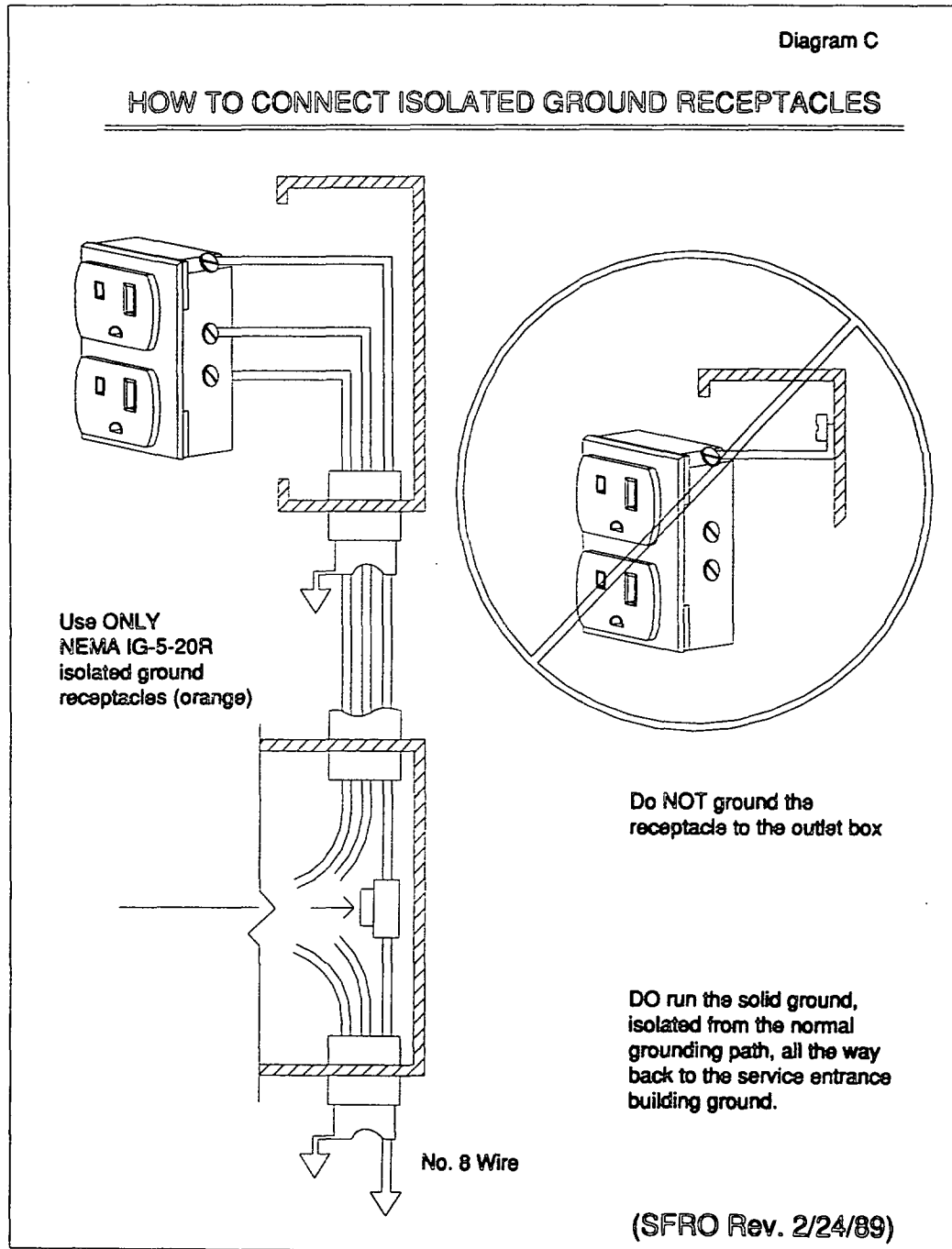
Isolated ground receptacles: When installed per National Electric Code Article 250-74, exception 4, at least

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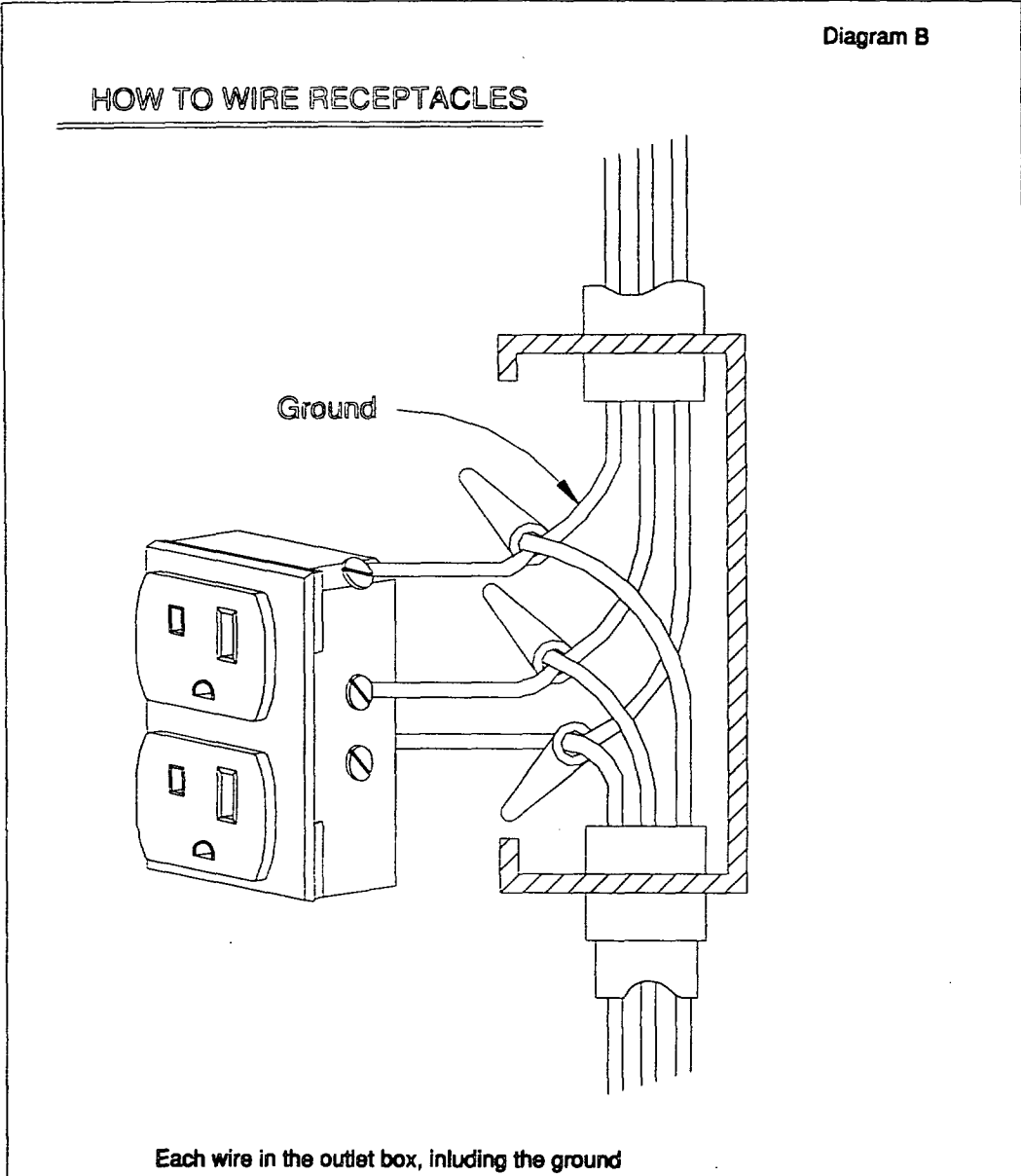


1.2. ATTACHMENT No. 2



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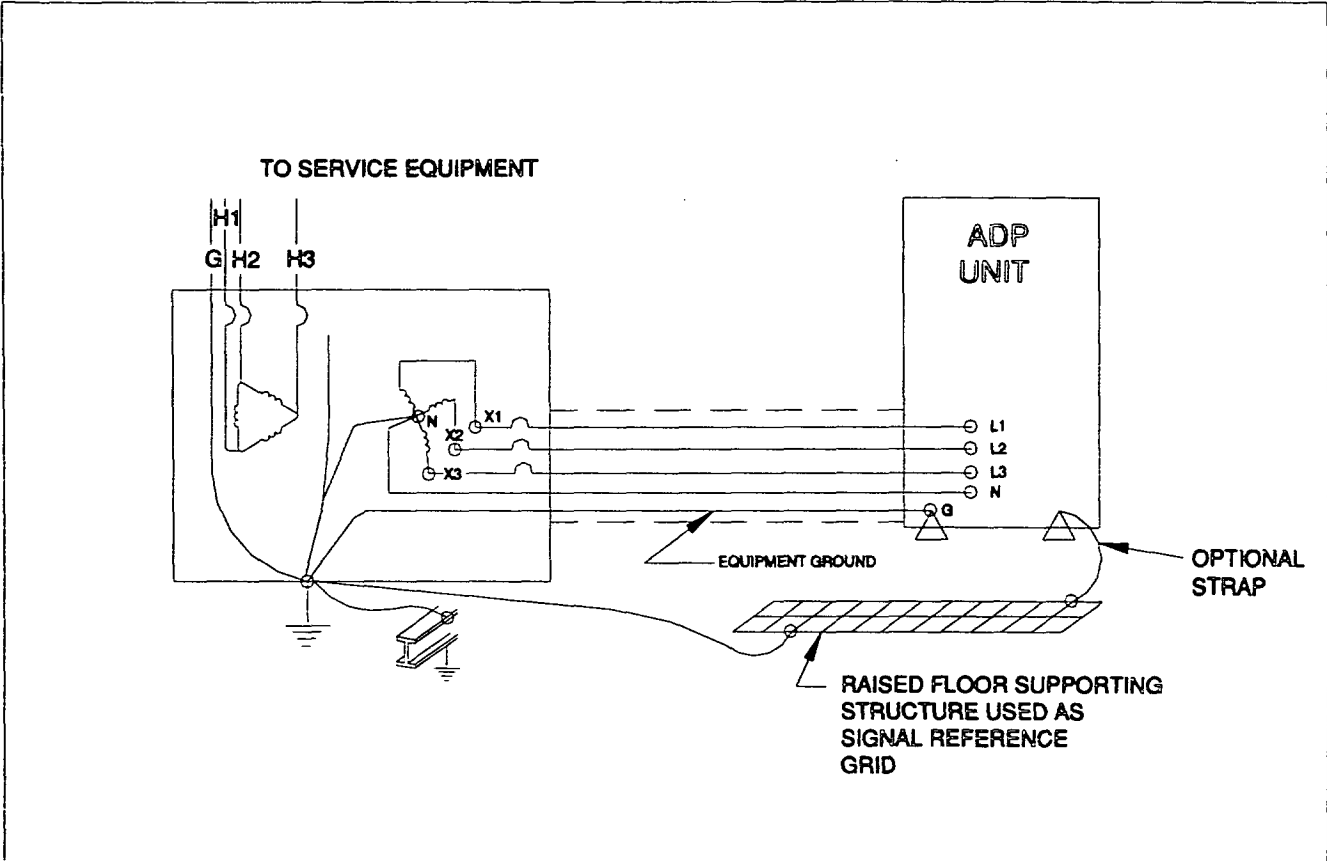
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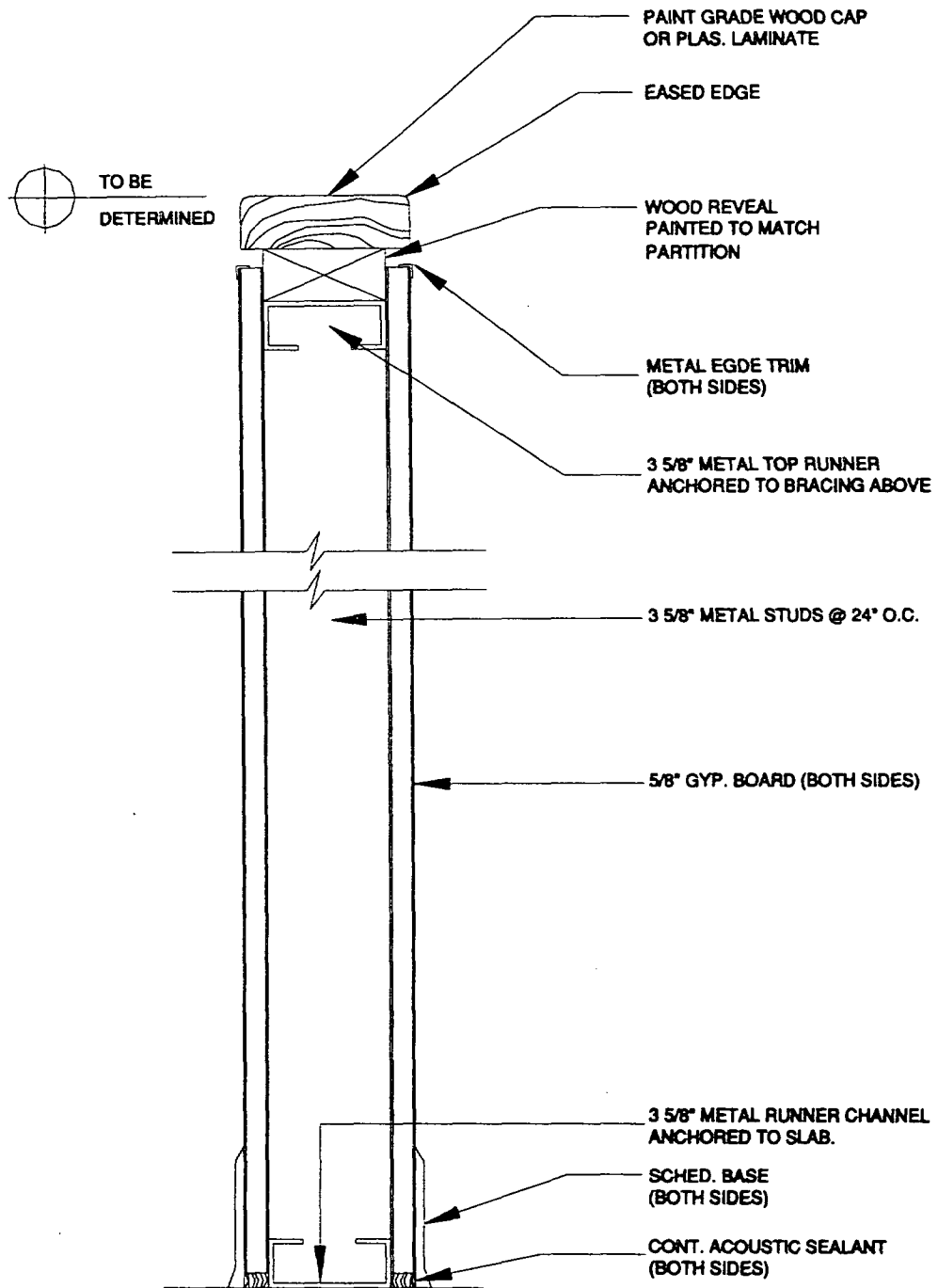
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1.4. ATTACHMENT No. 4



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1.5. ATTACHMENT No. 5

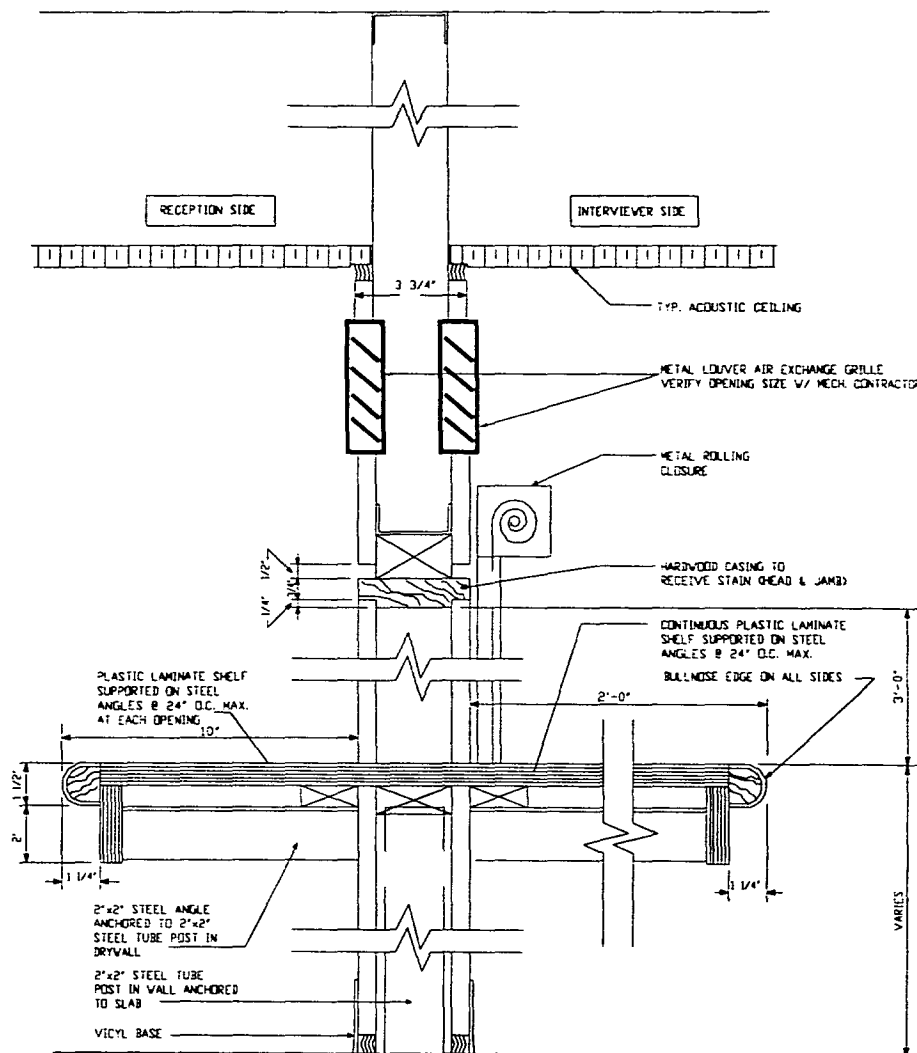


04 TYPE "B" PARTITION  
3'-1'-0"

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1.6. ATTACHMENT No. 6



CASED INTERVIEW OPENING-RECEPTION

SCALE: 3"=1'-0"

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1.7. ATTACHMENT No. 7

Labor Standards (AUG 1884)

If an offeror proposes to satisfy the requirements of this Solicitation for Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and where the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

52.222-4 Contract Work Hour and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

If offerors are considering a proposal which meets the construction/rehabilitation criteria listed above, they should immediately advise the Contracting Officer to discuss the matter.

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Mr. 2/24/96  
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GOVT

[Signature]  
(Initials) (date)

## MISCELLANEOUS LABOR CLAUSES

### 1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (MAR 1986)

- (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/4 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) *Payrolls and basic records.*
- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

### 2. 52.222-6 DAVIS-BACON ACT (NOV 1992)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate

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specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) Except with respect to helpers, as defined in Section 22.401 of the Federal Acquisition Regulation, the work to be performed by the classification requested is not performed by a classification in the wage determination.
  - (ii) The classification is utilized in the area by the construction industry.
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (iv) With respect to helpers, such a classification prevails in the area in which the work is performed.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to

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journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

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(date)  
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(date)

8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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1.8. ATTACHMENT No. 8

RECYCLING REPRESENTATIONS (FEB 1994)

Representations. The apparent successful offeror shall submit the following representation:

The Offeror represents that (check one of the following)

- (a) State and/or local law, code or ordinance require recycling, and

The offeror has a recycling program [ ].

The offeror will initiate a recycling program [ ].

OR

- (b) State and/or local law, code or ordinance do not require recycling, and

The offeror has/will initiate a recycling program [ ].

The offeror will not initiate a recycling program because it is economically unfeasible to establish a recycling program [ ].

\_\_\_\_\_  
Signature of officer or employee responsible for offer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed name of officer or employee responsible for offer

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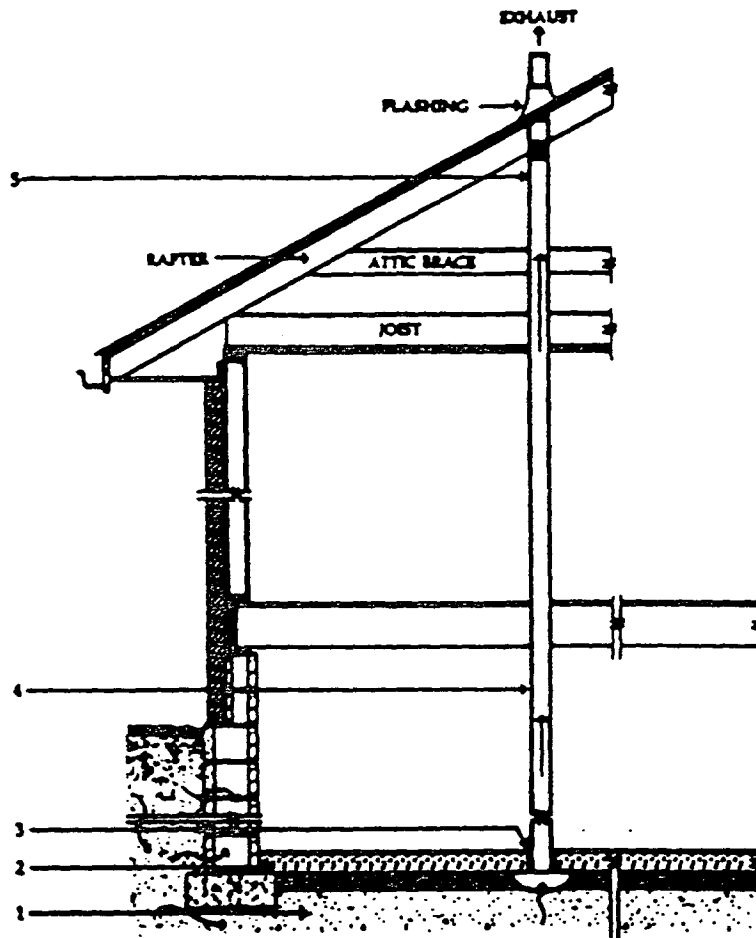
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# RADON-RESISTANT TECHNIQUES FOR NEW HOME CONSTRUCTION PASSIVE SYSTEM

The techniques described below have proven to be effective in reducing the entry of radon gas into a home and preparing the home for easy installation of an active radon control system. This approach utilizes barriers to radon entry and stack effect reduction techniques to reduce the rate of radon entry, plus the installation of a PVC pipe running from beneath the slab to the roof. The radon is drawn from beneath the slab into the stack and vented into the air above the roof where it dissipates. All new homes should be tested to ensure that the passive system has lowered the radon level below 4 pC/L. If the level is above 4 pC/L, the system can be modified by the addition of a fan and warning device (see other side).



1. Layer of gas permeable material, such as clean gravel, 4" thick.
2. Continuous layer of polyethylene sheeting under entire slab, overlapped at seams, to serve as a soil-gas-retarder.
3. Sealing and caulking of any openings through the slab and foundation walls, such as drains, sumps, utility penetrations, and floor-wall joints to retard soil-gas entry.
4. Installation of 3"-4" PVC pipe that extends from the gas permeable layer to the roof.
5. Roughed-in wiring for later installation of fan and system-failure warning device, if radon test shows elevated levels.

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*[Signature]*  
(initial) (date)

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

<u>CATEGORY</u>	<u>Clause No.</u>	<u>48 CFR Ref.</u>	<u>Clause Title</u>
DEFINITIONS GENERAL	1	552.270-10	Definitions
	2	552.270-11	Subletting and Assignment
	3	552.270-18	Successors Bound
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GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-10 - DEFINITIONS (AUG 1992)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-11 - SUBLETTING AND ASSIGNMENT (AUG 1992)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

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3. 552.270-18 - SUCCESSORS BOUND (AUG 1992)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-34 - SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (AUG 1992)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-35 - STATEMENT OF LEASE (AUG 1992)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
  - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
  - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

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6. 552.270-36 - SUBSTITUTION OF TENANT AGENCY (AUG 1992)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-37 - NO WAIVER (AUG 1992)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-38 - INTEGRATED AGREEMENT (AUG 1992)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-39 - MUTUALITY OF OBLIGATION (AUG 1992)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-27 - DELIVERY AND CONDITION (AUG 1992)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-28 - DEFAULT IN DELIVERY - TIME EXTENSIONS (JUNE 1994)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will insure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
  - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
  - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
  - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
  - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum occupiable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting

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Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-30 - PROGRESSIVE OCCUPANCY (AUG 1992)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-32 - EFFECT OF ACCEPTANCE AND OCCUPANCY (AUG 1992)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-12 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (AUG 1992)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-17 - FAILURE IN PERFORMANCE (AUG 1992)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-33 - DEFAULT BY LESSOR DURING THE TERM (AUG 1992)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

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17. 552.270-13 - FIRE AND CASUALTY DAMAGE (AUG 1992)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-15 - COMPLIANCE WITH APPLICABLE LAW (AUG 1992)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-19 - ALTERATIONS (JUNE 1985)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. ACCEPTANCE OF SPACE (JUNE 1994)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required occupiable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-16 - INSPECTION - RIGHT OF ENTRY (AUG 1992)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

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22. 552.232-71 - PROMPT PAYMENT (APR 1989)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
  - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving

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contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-73 - ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1992)

- (a) Payments under this lease will be made by the Government either by check or electronic funds transfer (EFT). If the Lessor elects to receive payment by EFT, after award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) For payment by EFT, the Lessor shall provide the following information:
  - (1) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (2) Number of account to which funds are to be deposited.
  - (3) Type of depositor account ("C" for checking, "S" for savings).
  - (4) If the Lessor is a new enrollee to the EFT system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-72 - INVOICE REQUIREMENTS (VARIATION) (APR 1989)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

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26. PAYMENT (JUNE 1994)

- (a) When space is offered and accepted, the occupiable square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of occupiable square footage stated in the lease.
- (c) If it is determined that the amount of occupiable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of occupiable space delivered and the annual rental will be adjusted as follows:

Occupiable square feet not delivered multiplied by the occupiable square foot (OSF) rate equals the reduction in annual rent. The rate per occupiable square foot is determined by dividing the total annual rental by the occupiable square footage set forth in the lease.

$$\text{OSF Not Delivered} \times \text{Rate per OSF} = \text{Reduction in Annual Rent.}$$

27. 52.203-1 - OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

28. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 - ANTI-KICKBACK PROCEDURES (OCT 1988)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

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"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

30. 52.203-9 - REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The contractor agrees that it will execute the certification set forth in paragraph (c) of this clause, when requested by the Contracting Officer in connection with the execution of any modification of this contract.

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- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY - MODIFICATION (NOV 1990)

(1) I, [Name of certifier], am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

(SAMPLE - DO NOT COMPLETE OR SIGN THIS CERTIFICATE. THE CONTRACTING OFFICER WILL SPECIFICALLY REQUEST IT WHEN NEEDED.)

[signature of the officer or employee responsible for the modification proposal and date]

[typed name of the officer or employee responsible for the modification proposal]

\*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

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31. 552.203-73 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

32. 52.215-22 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (JAN 1991)

(Applies when cost or pricing data is required.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

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- (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
  - (ii) An offset shall not be allowed if--
    - (A) The understated data was known by the Contractor to be understated when the Certificate or Current Cost or Pricing Data was signed; or
    - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
  - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

33. 552.270-20 - PROPOSALS FOR ADJUSTMENT (AUG 1992)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$25,000. The proposal, including all subcontractor work, will contain at least the following details--
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$100,000 in cost--
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2);
  - (2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds \$100,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4); and
  - (3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

34. 552.270-21 - CHANGES (JUNE 1994)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services; or
  - (3) Facilities or space layout.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:

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- (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or
  - (4) An equitable adjustment of the annual operating costs per occupiable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 52.215-1 - EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

- (a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.
- (b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.
- (c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, paper, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.
- (d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

36. 552.215-70 - EXAMINATION OF RECORDS BY GSA (APR 1984)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

37. 52.233-1 - DISPUTES (DEC 1991)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this

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contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that—
  - (i) The claim is made in good faith;
  - (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
  - (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
- (3) (i) If the Contractor is an individual, the certification shall be executed by that individual.
- (ii) If the Contractor is not an individual, the certification shall be executed by—
  - (A) A senior company official in charge at the Contractor's plant or location involved; or
  - (B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph (d)(2) of this clause, and executed in accordance with paragraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 552.270-40 - ASBESTOS AND HAZARDOUS WASTE MANAGEMENT (AUG 1992)

The certifications made by the Offeror regarding asbestos and hazardous waste management contained in the representation and certification provisions of this lease are material representations of fact upon which the Government relies when making award. If it is later determined that the presence or management of asbestos and/or hazardous waste has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to abate (remove, encapsulate, enclose, or repair) such asbestos and/or mitigate hazardous waste conditions, with such work performed in accordance with Federal (e.g., EPA, OSHA, and DOT), State, and local regulations and guidance, or, alternatively, the Government may terminate the lease. This is in addition to other remedies available to the Government.

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39. 52.222-26 - EQUAL OPPORTUNITY (APR 1984)

(Applicable to leases which exceed \$10,000.)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
  - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
  - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
  - (8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

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40. 52.222-35 - AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS  
(APR 1984)

(Applicable to leases which exceed \$10,000.)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Opening that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

- (1) Includes, but is not limited to, openings that occur in jobs categorized as--
  - (i) Production and nonproduction;
  - (ii) Plant and office;
  - (iii) Laborers and mechanics;
  - (iv) Supervisory and nonsupervisory;
  - (v) Technical; and
  - (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and
- (2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--
  - (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.
- (3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or

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effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.

(f) Noncompliance.

If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

41. 52.222-36 - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(Applicable to leases which exceed \$2,500.)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--
  - (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment.

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- (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.
- (b) Postings.
- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
42. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- (Applicable to leases which exceed \$10,000.)
- (a) The Contractor shall report at least annually, as required by the Secretary of Labor, on:
- (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

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43. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUNE 1991)

- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Procurement Programs). The notice must include the following:
  - (1) The name of the subcontractor;
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Procurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Procurement Programs;
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

44. 52.215-24 - SUBCONTRACTOR COST OR PRICING DATA (DEC 1991)

(Applies when the clause 52.215-22 is applicable.)

- (a) Before awarding any subcontract expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration and the Coast Guard, expected to exceed \$500,000, when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration and the Coast Guard, expected to exceed \$500,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is—
  - (1) Based on adequate price competition;
  - (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
  - (3) Set by law or regulation.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed \$500,000, when entered into, the Contractor shall insert either—
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) above requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data—Modifications.

45. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)

(Applicable to leases which exceed \$25,000.)

- (a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of

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amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

46. 552.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUNE 1994)(DEVIATION FAR 52.219-9)

- a) This clause does not apply to small business concerns.
- b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, with small disadvantaged business concerns, and with women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
  - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and, if an individual contract plan is involved, women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
  - (2) A statement of--
    - (i) Total dollars planned to be subcontracted;

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- (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (iv) Total dollars planned to be subcontracted to women-owned small business concerns, if an individual contract plan is involved.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.
  - (4) A description of the method used to develop the subcontracting goals in (1) above.
  - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged, and women-owned small business concerns trade associations).
  - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) small disadvantaged business concerns, and if an individual contract plan is involved, (iii) women-owned small business concerns.
  - (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
  - (8) A description of the efforts the offeror will make to assure that small business concerns, small disadvantaged business concerns, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
  - (9) Assurances that the offeror will include the clause in this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
  - (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
  - (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
    - (i) Source lists, guides, and other data that identify small, small disadvantaged, or women-owned small business concerns.
    - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, or women-owned small business concerns.
    - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

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- (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged, and women-owned small business sources.
  - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged, and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.
- (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.
- (3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, or (2) an approved plan required by this clause, shall be a material breach of the contract.

47. 552.219-16 LIQUIDATED DAMAGES—SMALL BUSINESS SUBCONTRACTING PLAN (JUNE 1994) (DEVIATION FAR 52.219-16)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of

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the subcontracting plan approved under the clause in this contract entitled Small Business Subcontracting Plan, or willful or intentional action to frustrate the plan.

- (b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled Small Business Subcontracting Plan, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontracting goal for small business and/or small disadvantaged business or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled Small Business Subcontracting Plan, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

48. 52.219-13 - UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

- (a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

"Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

- (b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.
- (c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.
- (d) The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

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<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	<b>Solicitation Number</b> G8-058-15974	<b>Dated</b> 12/29/95
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 552.219-1 SMALL BUSINESS CONCERN REPRESENTATION (MAY 1991) (VARIATION)

The Offeror represents and certifies as part of its offer that it ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

2. SMALL BUSINESS SIZE STANDARD (MAR 1992)

The small business size standard applicable to this acquisition is annual average gross receipts of \$15 million or less for the preceding three fiscal years.

3. 52.219-2 - SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990)

(a) Representation. The Offeror represents that it ☐ is, ☒ is not a small disadvantaged business concern.

(b) Definitions.

"Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The Offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

4. 52.219-3 - WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The Offeror represents that it ☐ is, ☒ is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

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"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

5. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The Offeror represents that -

- (a) If [ ] has, [X] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) If [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

6. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applies to contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that -

- (a) If [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) If [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

7. 52.222-21 - CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -
  - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.  
(Approved by OMB under Control Number 1215-0072.)

8. 552.203-4 - CONTINGENT FEE REPRESENTATION AND AGREEMENT (MAY 1980)

- (a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror -

[Note: The Offeror must check the appropriate boxes. For interpretation of the term "bona fide employee or agency," see paragraph (b) of the Covenant Against Contingent Fees clause.]

- (1) [X] Has, [ ] has not, employed or retained any company or persons to solicit or obtain this lease; and
- (2) [X] Has, [ ] has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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- (b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

9. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The Offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that these principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above: Samuel Grootman, Jr. (insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and  
(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

10. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applies to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

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- (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (B)(1)(i)(B) of this provision.
- (D) The Offeror has ☐ has not ☒, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18 UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## 12. ASBESTOS REPRESENTATION (MAR 1992)

The Offeror represents and certifies as part of its offer that the space offered for lease, common building areas, ventilation systems and zones serving the space offered, and the area above suspended ceilings and engineering space in the same ventilation zones as the space offered -

- (a) ☐ Does, ☒ does not include asbestos-containing materials (ACM). ACM as used in this provision is defined as any materials with a concentration of 1 percent or greater by dry weight of asbestos fibers.
- (b) If any of the above areas include ACM, please indicate whether the materials are
- |  |                              |                             |
|--|------------------------------|-----------------------------|
| (1) friable  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (2) non-friable, in good condition, and located in a place where they are not likely to be disturbed during the term of any ensuing lease contract | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (3) in a solid matrix, already in place, and in good condition   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

## 13. CERTIFICATION FOR PAST OR PRESENT HAZARDOUS WASTE OPERATIONS (NOV 1987)

To the best of his or her knowledge, the Offeror represents and certifies, as part of the offer that the site upon which space is offered for lease to the Government -

- (a) ☐ Was, ☒ was not a site used for any of the operations listed in item b below.
- (b) Was a site used for any or all of the following operations:

- |   |                              |  |
|---|------------------------------|--|
| (1) generation of hazardous waste   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (2) treatment, temporary/permanent storage, or disposal of solid or hazardous waste | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (3) storage of hazardous substances or petroleum products                           | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (4) used/waste oil storage or reclamation units                                     | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (5) laboratory or rifle range   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (6) chemical manufacturing/storage  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (7) military or intelligence weapons or ammunition training or testing              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (8) ordnance and/or weapons production, storage, or handling                        | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

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- (c) If any of the above operations ever occurred at the site, the Offeror certifies that appropriate cleanup or other action ☒ was. ☐ was not performed in accordance with the local, state and Federal laws.

14. 52.223-5 - CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

- (a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

- (b) By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, that, no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible, for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed, it will -

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about -
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The contractor's policy of maintaining drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the contracting officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position and title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

- (c) By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract resulting from this solicitation.

- (d) Failure of the Offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

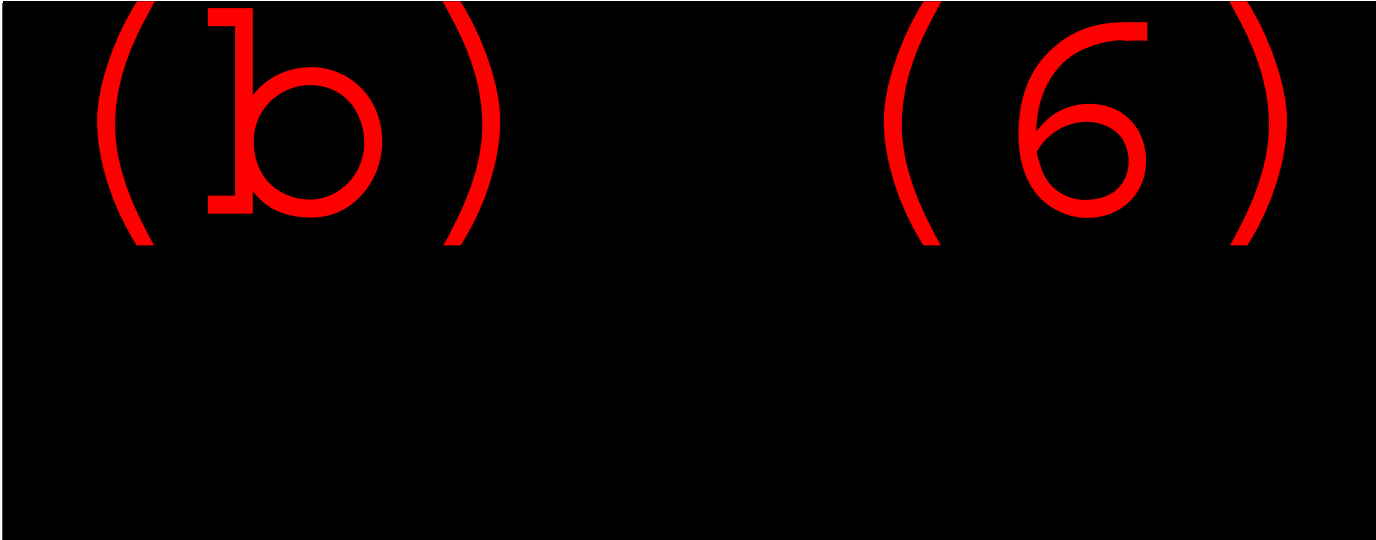
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15. 52.204-3 TAXPAYER IDENTIFICATION (SEP 1989) (VARIATION)

- (a) The Offeror is required to submit taxpayer identification information in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract. Taxpayer information on the payee, if different from the offeror, is also required; however, it may be provided at the time of award.



16.

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) Samuel Groobman, Jr. 334 Brookside Dr. Wilmette, IL 60091	Telephone Number  (b) (6)
(b) (6) (b) (6)		Date 12/29/95
Signature		

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*M. J. [Signature]*  
2/29/96